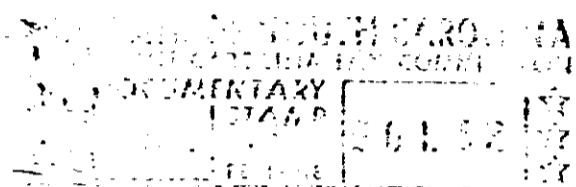
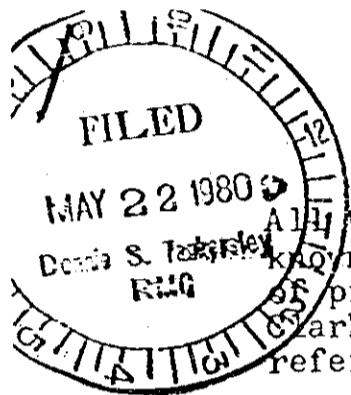


MORTGAGE *Amount financed 3800.00* BOX 1503 PAGE 674

KNOW ALL MEN BY THESE PRESENTS that Marshall Kennedy and Belinda C. Kennedy his wife of Greenville County, State of South Carolina, hereinafter whether one or more called the "Mortgagor", has become justly indebted to Southland Trane of Greenville County, State of S.C. hereinafter called the "Mortgagee", in the sum of Six Thousand Seven Hundred Eight DOLLARS & 24/100ths 6,708.24 evidenced by a promissory note of even date herewith in the total amount set forth above, payable in 84 monthly installments, the first installment being \$ 79.86 and the remaining installments being \$ 79.86 each with any unpaid balance due on the final payment due date, the first installment of which is payable one month from the date of the completion of certain property improvements made pursuant to a home improvement sales contract between Mortgagor and Mortgagee dated April 29, 1980 unless a different first payment date is inserted here June 16, 1980 and the remaining installments payable on like date of each month thereafter until fully paid, together with late charges, court costs, collection expenses, attorney fees, interest after maturity and all terms, conditions and stipulations provided for in said note.

NOW, for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same, Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee, his successors and assigns, the following described lot or parcel of land situated in Greenville County, State of South Carolina, to wit:



That certain piece, parcel or lot of land in Gannt Township, being known as Lot No. 74, Brantford Lane, and being further shown on a plat of property of Bobby E. Alevine and Carolyn H. Alevine by Campbell & Clarkson Surveyors, inc., dated May 31, 1976, to be recorded herewith, reference being had to said plat for a metes and bounds description.

This being the same property conveyed unto the Grantors herein by deed from Richard C. Hurst and Nancy R. Hurst, recorded on July 1, 1976, in Deed Volume 1038, at page 947, in the R.M.C. Office for Greenville County, South Carolina.

This conveyance is made subject to easements, restrictions, rights-of-way of record, if any, and to matters which an inspection of the premises would of should reveal.

This is the same property conveyed by Grantor Bobby E. Alevine and Carolyn H. Alevine to Grantee Marshall Kennedy in Volume 1072, at Page 552 dated 1-24-78 and recorded 1-25-78 in R.M.C. Office for Greenville County, South Carolina.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and will not commit or permit anyone else to commit waste reasonable wear and tear excepted. Upon the failure of the Mortgagor to so maintain the mortgaged property, the Mortgagee may cause reasonable maintenance work to be performed at the cost of the Mortgagor. Any such sum so expended shall be due immediately from Mortgagor with interest at the rate of 6% per annum from the date expended until paid.

The Mortgagor hereby vests the Mortgagee with the full power and authority, upon the breach of any covenant or warrant herein contained or upon any default in the payment of any installment provided in said note or any renewal or extension thereof, or in the performance of any agreement herein contained to declare the entire indebtedness hereby secured, less unearned charges, due and payable as provided by law and to take possession of said property and proceed to foreclose this mortgage in accordance with the law of this State. Should any legal proceedings be instituted for the foreclosure of this mortgage or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee and a reasonable attorney's fee, not in excess of 15% of the unpaid debt after default, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The Mortgagor (if more than one, all mortgagors) hereby waives and relinquishes all rights of exemption and homestead.

This mortgage may be assigned by the Mortgagee without the consent of the Mortgagor and when so assigned, the assignee shall have all of the rights and privileges given to the Mortgagee by the provision of this mortgage.

This mortgage is, in addition to any other lien or security heretofore or hereafter given or obtained by the Mortgagee and is not in satisfaction or in lieu of any other lien or security.

In this mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural. This mortgage shall bind all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

In witness whereof, the Grantors hereunto set their hands and seals this 29th day of April 19 80  
Signed in the presence of.

*Emily J. Pae*  
*Kathy Jordan*

*M Marshall Kennedy* (Seal)  
*W Belinda C. Kennedy* (Seal)

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