

KNOW ALL MEN BY THESE PRESENTS, Yvonne S. Burke and Finez Burke of the County of Greenville, State of South Carolina, hereinafter whether one or more called the "Mortgagor", has become justly indebted to Southland Trane of Greenville County, State of SC, hereinafter called the "Mortgagee", in the sum of Five Thousand One Hundred Sixty Six and 100/100 Dollars (\$ 5106.96 ) evidenced by a promissory note of even date herewith in the total amount set forth above, payable in 36 monthly installments of 141.86 DOLLARS (\$ 141.86 ), the first payment commencing on the 8th day of September, 19 80, and continuing on the same day 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:

hereby, with loss payable to the Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to the mortgagee, who may cause to be promptly by the Mortgagee, and each insurance company covered is hereby authorized and directed to make payment of such loss directly to the Mortgagee instead of the Mortgagee and Mortgagor jointly, but in the event any payment is made jointly, Mortgagor hereby authorizes Mortgagee to endorse his name on any check, draft or money order as his attorney in fact. Upon payment by loss, the Mortgagee may at his sole option apply such proceeds to reduce the amount of the indebtedness, or to restore the mortgage property. In the event the Mortgagee shall obtain such insurance or pay any taxes on the property secured by this mortgage and shall immediately from Mortgagee to obtain such insurance or pay all such taxes and all sums expended therefor shall be immediately from Mortgagee to Mortgagee with interest at the rate of 6% per annum from the date of payment by the Mortgagee until paid.

The Mortgagee agrees and covenants that he will maintain the mortgaged property in good condition and not to allow the same to become dilapidated or in a state of waste, reasonable wear and tear excepted. It is the duty of the Mortgagee to so maintain the mortgaged property and cause reasonable maintenance work to be performed at the cost of the Mortgagee. Any such sums so expended shall be immediately from Mortgagee to Mortgagee with interest at the rate of 6% per annum from the date expended until paid.

The Mortgagee hereby vests the Mortgagee with the power and authority, upon the breach of any covenant or condition herein contained, or upon any default in the payment of any installment provided for herein, or upon the expiration of any agreement herein contained, to declare the entire indebtedness hereby secured immediately due and payable with interest to any person or persons in possession of said property and to foreclose this mortgage in accordance with the law of this State. Should any legal proceedings be instituted to the foreclosure of this mortgage, 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, the Mortgagee, as a part of the debt secured hereby, 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 Mortgagee (if more than one, all mortgagees) hereby waive and relinquish all rights of exemption and homestead.

This mortgage may be assigned by the Mortgagee or the assignee of the Mortgagee and when so assigned, the assignee shall have all of the rights and privileges given to the Mortgagee by the provisions 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, legal heirs, administrators, executors, successors and assigns.

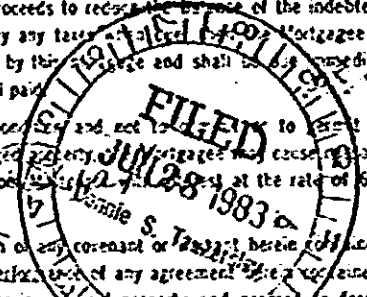
In witness whereof, the Grantors hereunto set their hands and seals, this 8th day of August, 19 80.

Signed in the presence of:

Kathy Landlyn (Seal)  
Wanda A. Sawyer (Seal)

Yvonne S. Burke (Seal)  
Finez Burke (Seal)

X \_\_\_\_\_ (Seal)



MORTGAGE \$ 3979.00 \$14.00 recording fee  
 1. No. 4017-90-100  
 S. 112 2007 1517 PAGE 169

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 J. J. BURKE  
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FINANCIAL AMERICA CORPORATION

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