

(6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. 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, 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.

(7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 30 day of October, 19 80.

SIGNED sealed and delivered in the presence of  
*Howard R. Rhodes*  
*Howard Rhodes*

*James A. Kirby* (SEAL)  
James A. Kirby (SEAL)  
(SEAL)  
(SEAL)

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

PROBATE

Personally appeared the undersigned witness and made oath that (s) he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s) he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 30 day of October, 19 80.

*Franette M. Wood* (SEAL)  
Notary Public for South Carolina. 7-18-87

*Howard R. Rhodes* (L.S.)

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s) heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 30

day of October, 19 80.

*Franette M. Wood* (SEAL)  
Notary Public for South Carolina. 7-18-87

*Martha Kirby* (SEAL)  
Martha K. Kirby (SEAL)

ASSIGNMENT

For valuable consideration, the undersigned mortgagee named in the foregoing mortgage does hereby sell, transfer, assign and set over unto MCC Financial Services, Inc. all of its right, title and interest in the foregoing mortgage.

This \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
In the presence of:

\_\_\_\_\_  
Name of Mortgagee (Dealer) (SEAL)

By: \_\_\_\_\_  
Title

STATE OF SOUTH CAROLINA }  
COUNTY OF \_\_\_\_\_ }

Personally appeared before me, the undersigned witness, who being duly sworn says that (s) he saw the within named \_\_\_\_\_

\_\_\_\_\_ by its duly authorized officer sign, seal and as the act and deed of said corporation deliver the within Assignment and that (s) he together with the other witness whose name is subscribed above witnessed the execution thereof.

Sworn to and Subscribed before me this the \_\_\_\_\_

day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Signature of First Witness

Notary Public  
RECORDED OCT 31 1980 at 4:01 P.M.  
I hereby certify that the within Mortgage has been this 31st  
day of Oct., 1980  
at 4:01 PM, recorded in Book 1522 of  
Mortgages, page 994. As No. \_\_\_\_\_  
Register of Deeds Conveyance Greenville County  
Associates Financial Services  
P O Box 2852  
Greenville, SC  
RETURN TO:  
Associates Financial Services  
P O Box 2852  
Greenville, SC  
\$100,000.00  
Lots 32 & 22 Shady Lane  
Chick Spgs. Tp.

13807  
STATE OF SOUTH CAROLINA  
MORTGAGOR  
James A. Kirby  
TO  
MORTGAGEE  
ASSOCIATES FINANCIAL SERVICES COMPANY  
OF SOUTH CAROLINA, INC.  
P O Box 2852, 123 W. Antelion Dr.  
Greenville, SC 29602  
MORTGAGE OF REAL ESTATE

5660

2-AV 8237