

1631

MORTGAGE

BOOK 69 PAGE 1631 VOL 1467 PAGE 837

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MAY 25 1979
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WHEREAS I (we) MARVIN H. & PATRICIA A. STRICKLAND
(hereinafter also styled the mortgagor) in and by my (our) certain Consumer Credit Contract bearing even date herewith,

stand firmly held and bound unto ATLANTIS POOLS INC. (hereinafter also styled the mortgagee) in the sum of

\$ 14,097⁰⁰ payable in 120 equal installments of \$ 117⁴⁸ each, commencing on the

23 day of June 1979 and falling due on the same of each subsequent month, as in and by the said Consumer Credit Contract and conditions thereof, reference thereunto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Consumer Credit Contract; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 3 as shown on a plat of the subdivision of VALLEYBROOK, SECTION 1, recorded in the RMC Office for Greenville County in plat book 4 N, page 60.

secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its heirs, successors or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) become due, and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagor, his (their) heirs, successors, or assigns according to the conditions and agreements of the said contract, of the mortgage and Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

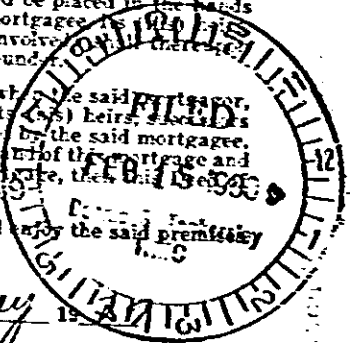
AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this Date 27th day of Feb 15 1980

Signed, sealed and delivered in the presence of Handy Stegg (L.S.)
WITNESS Patricia A. Strickland (L.S.)
WITNESS [Signature]

HMC-40E-S.C.(4-77) 21832

RECORDED FEB 15 1980 C13



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