

MORTGAGE (imperial financed 3500.00)

0001503 PAGE 674

KNOW ALL MEN BY THESE PRESENTS, that ... Marist J. Kennedy and Belinda C. Kennedy his wife

and Belinda C. Kennedy his wife, State of South Carolina, hereinafter whether one or more called the "Mortgagor", has become justly indebted to ... Greenville County, S.C., hereinafter called the "Mortgagee" in the sum of ... Six Thousand.

Seven Hundred Eight 6 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 the 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:

performed at the cost of the Mortgagor. Any such sum so expended shall be immediately paid by Mortgagor with interest at the rate of 6% per annum from the date expended until paid.

PAID

The Mortgagor hereby vests the Mortgagee with the full power of replevin upon the breach of any covenant or warrant herein contained or upon any default in the payment of any installment provided in said mortgage or upon any part thereof or in the performance of any agreement herein contained to declare the entire indebtedness hereby secured, less unearned charges, due and payable, judgment by law and to take possession of said property and proceed to foreclose this mortgage in accordance with the law of this State. Said Mortgagee may bring suit or actions to institute for the foreclosure of this mortgage or cause the Mortgagee to become a party of any suit involving this Mortgage or the title to the premises described therein, including the costs of suit, or any part thereof to be placed in the hands of any attorney or law collector by suit or otherwise, all costs and expenses incurred in the same, and a reasonable attorney's fee, not in excess of 10% of the unpaid debt after default shall the expense become due and payable and shall be paid by Mortgagor at the option of the Mortgagee, as part of the debt secured hereby, and may be recovered and collected hereunder.

Witness, my hand and seal this 29th day of April 1980
The Mortgagor further states that he has no other property than the property described above, and that he has no other rights of exemption and homestead.

This mortgage may be assigned by the Mortgagee without the consent of the Mortgagor and assignee shall have all 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 created or hereafter given or obtained by the Mortgagee and shall not affect or in any way affect any other lien or security.

In this mortgage, whenever the word "we" is used, it includes the Mortgagor, his wife and the single member, if a rural. This mortgage shall bind all parties hereto their heirs, legatees, successors and assigns.

In witness whereof, the Grantors hereunto set their hands and seals this 29th day of April 1980

Sign in the presence of

Erin J. Price, Esq. Marist Kennedy
Patty Schutten, Esq. W. Belinda C. Kennedy
1-242102 1425 (2.00 Cents)

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