MORTGAGE BOOK 85 DO 1513 PAGE 285

FILED
23 1980
Clerk of Court
Greenville County, S. C.

KNOW ALL MEN BY THESE PRESENTS, that Charlie Spearman and wife Ethel Spearman 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 Twelve Thousand Three Hundred Seven and 20 DOLLARS ($ 12307.20) evidenced by a promissory note of even date herewith in the total amount set forth above, payable 96 monthly installments, the first installment being $ 128.20 and the remaining installments being $ 128.20 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 7-7-80 unless a different first payment date is inserted here 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:

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX CANCELLED 04.96

Mortgagor as his attorney in fact upon payment for loss the mortgagee may at his sole option apply such proceeds to reduce the balance of the indebtedness or to restore the mortgage property. In the event the Mortgagor shall neglect or refuse to obtain said insurance or pay any taxes when due then the Mortgagee may at his sole option obtain such insurance or pay all such taxes or both and all sums expended therefor are hereby secured by this mortgage and shall be due immediately from Mortgagor to Mortgagee with interest at the rate of 6% per annum from the date of payment by the Mortgagee until paid.

PAID

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 to the mortgaged property. In the event the Mortgagor fails 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.

2-23-84

The Mortgagor hereby vests the Mortgagee with full power and authority upon the breach of any covenant or condition contained or upon any default in the performance of any agreement herein contained to declare the entire indebtedness hereby secured. Upon default in the payment of any installment or any of said note, any renewal or extension thereof or in the performance of any agreement herein contained to declare the entire indebtedness hereby secured, less allowable charges for unearned interest 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 incurred by the Mortgagee and a reasonable attorney's fee not in excess of 15% of the unpaid debt shall be recovered by the Mortgagee as a part of the debt secured hereby and may be recovered and collected hereunder.

T. E. Dey, Sr.

FILED
APR 19 1984
Dorothy S. Yarbrough
32628

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 powers given to the Mortgagee by the provision of this instrument.

Witness

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 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.

APR 19 1984

In witness whereof, the Grantors hereunto set their hands and seals this 7th day of July 19 80

Signed in the presence of

Emily J. Pace
Kathy Sandlin

x H. Clyde Spearman
x W Ethel Spearman
x

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