800X 1498 PAGE 40 ROPERTY MORTGAGE **ORIGINAL** names and adoresses of all mortgagor Eddie Smith MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. 46 Liberty Lane ADDRESS: Sharon D. Smith P.O. Box 5758 Station B 1107 Antioch Church Road Greenville,S.C. 29606 Greenville,S.C. 29605 DATE FIRST PAYMENT DUE LOAN NUMBER 28022 **3-10-88**. 4-14-80 TOTAL OF PAYMENTS AMOUNT FINANCED AMOUNT OF FIRST PAYMENT 98.00 98.00 **\$ 7056,00** <u>4296.78</u>

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$50,000

The words "you" and "your" refer to Martgagee. The words "I," "me" and "my" refer to all Martgagors indebted on the note secured by this martgage.

To secure payment of a note which I signed today promising to pay you the above Total of Payments and to secure all my other and future abligations to you, the Maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned grants, bargains, sells and releases to you the real estate described below and all present and future improvements an the real estate, which is located in South Carolina, County of

All that piece, parcel, or lot of land in the State of South Carolina, County of Greenville, being known and designated as Lot No. 52, ona plat of Subdivision known as Idlewild, which plat is recorded in the RMC Office for Greenville County, in Plat Book 4N, at Page 54, said platprepared by Enwright Associates, January 17, 1972, and having, according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Antioch Church Road, joint front corner of Lots 52 and 53 and running thence along the edge of said Road, S. 84-04 E. 72 feet to an iron pin; thence S. 84-04 E. 12 feet to an iron pin; thence along the joint line of Lots 52 and 51, S. 7-24 W. 125 feet to an iron pin; thence thence N. 86-36 W. 23 feet to an iron pin joint rear corner of Lots 52 and 53; thence N. 3-52 E. 127.2 feet to an iron pin, being the point of beginning. This being the same property heretofore conveyed to the Secretary of Housing and Urban Development by deed of Frank P. McGowan, Jr., as Master, dated January 15, 1976, recorded January 15, 1976, in the RMC Office for Greenville County, in Book 1030, at Page 250.

Derivation is as folllows: Deed Book 1045, Page 656, Carla A. Hills, et. al dated November 4, 1976.

Hilpoy the note secured by this mortgage according to its terms this martgage will become null and void.

1 will pay all taxes, fiens, assessments, obligations, encumbrances and any other charges against the real estate and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you on demand, will bear interest at the highest lawful rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as any other obligation secured by this mortgage.

If I am in default for failure to make a required payment for 10 days or more, you may send me a notice giving me 20 days to eliminate the default. If I do not eliminate the default in the manner stated in the notice, or if I eliminate the default after you send the notice but default on a future payment by failing to pay on schedule, or if my ability to repay my loan or the condition, value or protection of your rights in the collateral securing my loan is significantly impaired, then the full amount I awe, less any charges which you have not yet earned, will become due, if you desire, without your advising me.

It will pay all expenses you incur in enforcing any security interest, including reasonable attorney's fees as permitted by law.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

Each of the undersigned waives marital rights, homestead exemption and all other exemptions under South Carolina law

This mortgage will extend, consolidate and renew any existing mortgage you hold against me on the real estate described above.

Signed, Sealed, and Delivered

in the presence of

V. Dannysad

Im L'enpoon

Eddi Smith

(LS.)

SHARON D. SMITH

CT

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A Property of the State of