

**REAL PROPERTY MORTGAGE**

1528-#631 ORIGINAL

NAME AND ADDRESSES OF ALL MORTGAGORS		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC.		
James C. Baker Arthea Baker Cynthia Baker Beverly Baker <b>Jeffrey C. Baker</b> LOAN NUMBER 28909		ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606		
DATE 12-10-80	IN FINANCIAL CHARGE OF THIS MORTGAGE BY OTHER DEBTOR 72-1024F	NUMBER OF PAYMENTS 60	DATE DUE EACH MONTH 1-24-81	DATE FIRST PAYMENT DUE 1-24-81
AMOUNT OF FIRST PAYMENT \$ 108.00	AMOUNT OF OTHER PAYMENTS \$ 108.00	DATE FINAL PAYMENT DUE 12-24-85	TOTAL OF PAYMENTS \$ 6480.00	AMOUNT FINANCED \$ 4252.07

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

NOW, KNOW ALL MEN, that the undersigned (all, if more than one), to secure payment of a Promissory Note of even date from one or more of the above named Mortgagors to the above named Mortgagee in the above Total of Payments and all future and other obligations of one or more of the above named Mortgagors to Mortgagee, the Maximum Outstanding at any given time not to exceed said amount stated above, hereby grants, bargains, sells, and releases to Mortgagee, its successors and assigns, the following described real estate, together with all present and future improvements thereon, situated in South Carolina, County of Greenville, All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Gant Township, being known and designated as Lot No. 5 of a subdivision known as Lincoln Court according to a plat thereof prepared by J. Mac Richardson May 1955, and recorded in the R.M.C. Office for Greenville County in Plat Book "I", page 90. The lot herein has a front of Gettysburg Street of 92 feet. For approval and authorization for the signature of Arthea Baker as general guardian for minor Beverly Baker, see Judgment Roll #76-1954 recorded in the office of the Clerk of Court for Greenville County.

Derivation: Harry Garraux, Oct. 28, 1959, Deed Bk. 437-304.

TO HAVE AND TO HOLD all and singular the real estate described above unto said Mortgagee, its successors and assigns forever.

If Mortgagor shall fully pay according to its terms the indebtedness hereby secured then this mortgage shall become null and void.

Mortgagor agrees to pay all taxes, fees, assessments, obligations, prior encumbrances, and any charges whatsoever against the above described real estate as they become due. Mortgagor also agrees to maintain insurance in such form and amount as may be satisfactory to Mortgagee in Mortgagee's favor.

If Mortgagor fails to make any of the above mentioned payments or fails to maintain satisfactory insurance, Mortgagee may, but is not obligated to, make such payments or effect such insurance in Mortgagor's own name and such payments and such expenditures for insurance shall be due and payable to Mortgagee on demand, shall bear interest at the highest lawful rate if not prohibited by law, shall be a lien hereunder on the above described real estate, and may be enforced and collected in the same manner as the other debt hereby secured.

After Mortgagor has been in default for failure to make a required installment for 30 days or more, Mortgagee may give notice to Mortgagor of his right to cure such default within 30 days after such notice is sent. If Mortgagor shall fail to cure such default in such notice, or if Mortgagor cures the default after such notice is sent but defaults with respect to a future installment by failing to make payment when due, or if the prospect of payment, performance, or realization of collateral is significantly impaired, the entire balance, less credit for unearned charges, shall, at the option of Mortgagee, become due and payable, without notice or demand. Mortgagor agrees to pay all expenses incurred in realizing on any security, interest including reasonable attorney's fees as permitted by law.

- 1. Mortgagor and Mortgagor's spouse hereby waive all marital rights, homestead exemption and any other exemption under South Carolina law.
- 2. This mortgage shall extend, consolidate and renew any existing mortgage held by Mortgagee against Mortgagor on the above described real estate.
- 3. Each of the undersigned agrees that no extension of time or other variation of any obligation secured hereby shall affect his respective obligations hereunder.
- 4. In Witness Whereof, I/we have set my/our hand/s and sealed the day and year first above written.

Signed, Sealed, and Delivered  
in the presence of

*James C. Baker*  
(Witness)  
*Darla C. Baker*  
(Witness)

**GT**  
GUARANTY  
TELECO  
SERVICES  
82-1024F (S 77) - SOUTH CAROLINA

*James C. Baker* (LS)  
*Arthea Baker* (LS)  
*Beverly E. Baker*  
*Cynthia Baker*

4323 RV.2