



BOOK 1432 PAGE 366 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS Newt Foggie, Jr. Mary Helen Beeks 25 Deoyley Avenue Greenville, S.C. 29605		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606			
LOAN NUMBER 27068	DATE 5-15-78	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF EXECUTION 5-19-78	NUMBER OF PAYMENTS 60	DATE DUE EACH MONTH 19	DATE FIRST PAYMENT DUE 6-19-78
AMOUNT OF FIRST PAYMENT \$ 78.00	AMOUNT OF OTHER PAYMENTS \$ 78.00	DATE FINAL PAYMENT DUE 5-19-83	TOTAL OF PAYMENTS \$ 4680.00	AMOUNT FINANCED \$ 3207.50	

THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$25,000

NOW, KNOW ALL MEN, that Mortgagor (all, if more than one), to secure payment of a Promissory Note of even date from Mortgagor to the above named Mortgagee in the above Total of Payments and all future and other obligations of Mortgagor 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 piece, parcel or lot of land situate, lying and being on the southern side of DeOyley Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 29 of a subdivision known as Augusta Road Ranches, plat of which is recorded in the RMC Office for Greenville County, in Plat Book M, at page 47, said lot having such metes and bounds as shown thereon. This is the identical property conveyed to Melvin John Kay by deed of Mary C. Brown dated October 3, 1956, recorded October 3, 1956 in the RMC Office for Greenville County in Deed Book 562, at page 375, a one-half interest being conveyed by Melvin John Kay to Beryl Kerns Kay by deed dated October 3, 1956, recorded October 18, 1956 in said RMC Office in Deed Book 563, at page 415. This property is conveyed subject to easement, conditions, restrictions and rights of way which are a

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. matter of record and actually existing on the ground effecting the subject property.

Derivation is as follows: Deed Book 1046, page 525 - Melvin John Kay and Beryl Kerns Kay 11-19-76.

Mortgagor agrees to pay the indebtedness as herein before provided. 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 Mortgagee'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 instalment for 10 days or more, Mortgagee may give notice to Mortgagor of his right to cure such default within 20 days after such notice is sent. If Mortgagor shall fail to cure such default in the manner stated in such notice, or if Mortgagor cures the default after such notice is sent but defaults with respect to a future instalment 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.

Mortgagor and Mortgagor's spouse hereby waive all marital rights, homestead exemption and any other exemption under South Carolina law.

This mortgage shall extend, consolidate and renew any existing mortgage held by Mortgagee against Mortgagor on the above described real estate.

In Witness Whereof, (I-we) have set (my-our) hand(s) and seal(s) the day and year first above written.

Signed, Sealed, and Delivered
in the presence of
Philip Summers
(Witness)
Larry W. Coffey
(Witness)

Newt Foggie, Jr. (LS)
Newt Foggie, Jr.
Mary Helen Beeks (LS)
Mary Helen Beeks

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