BOOK 1379 PAGE 59 ORIGINAL REALDPROPERTY MORTGAGE Nongages CIT Françai services Inc Address P. O. Box 5758 Sta. B NAMES AND ADDRESSES OF ALL MORTGAGORS SEP291976:> Wayman A. Smith Lena F. Smith DONNIE S. TANKERSLEY 2700 Edwards Road Greenville, S. C. 29606 Taylors, S. C. R.M.C. EATE PROSECTION OF BEGINS TO NICE THE PROSECTION OF TRANSACTION 10-14-76 DATE FIRST PAYMENT DUE DATE DUE EACH MONTH NUMBER OF LOAN NUMBER 11-10-76 _60_ 10th 9-28-76 AMOUNT OF OTHER PAYMENTS AMOUNT FINANCED TOTAL OF PAYMENTS DATE FINAL PAYMENT DUE AMOUNT OF FIRST PAYMENT 3.61.81.76 8880.02<u> 10-4-81</u> 148.00 <u> 148,00</u>

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 Mortgagoe in the above Total of Payments and all future and other obligations of Mortgagor to Mortgagoe, the Maximum Outstanding at any given time not to exceed said amount stated above, hereby grants, bargains, sells, and releases to Mortgagoe, its successors and assigns, the following described real estate together with all present and future improvements

Greenville

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina, known and designated as Lot #70 as shown on plat of Forrestdale Heights recorded in the R.M.C. Office for Greenville County in Plat Book KK at page 199, said lots having a frontage on Edwards Road of 103.9 ft.

This being the same property conveyed to Lean F. Smith by L. A. Moseley, Inc by Deed dated 9th Day June 1961 and recorded in the R.M.C. Office for Greenville County, recorded on 12th Day June 1961 in Deed Book 675 at Page 423.

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, liens, assessments, obligations, prior encombrances, 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 falls to make any of the above mentioned payments or falls to maintain satisfactory insurance, Mortgagee may, but is not obligated to, make such payments or effect insurance in Mortgagee's own name, and such payments and expenditures for insurance 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.

Upon any default, all obligations of Mortgagor to Mortgagee shall become due, at the option of Mortgagee, without notice or demand.

Mortgagor agrees in case of foreclosure of this mortgage to pay a reasonable attorney's fee as determined by the court in which suit is filed and any court costs which shall be secured by this mortgage and included in judgment of foreclosure.

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

naw

(Wayman A. Smith

Lena I Smith

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(Lene R Smith)

CT

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