

REAL PROPERTY MORTGAGE BOOK 1415 PAGE 843 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS James P. Smith Virginia Smith 17 Bent Twig Drive Greenville, S.C. 29605		MORTGAGEE: C.I.T. FINANCIAL SERVICES ADDRESS: 10 W. Stone Ave. Greenville, S.C. 29602			
LOAN NUMBER 27900	DATE 11-15-77	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION 11-21-77	NUMBER OF PAYMENTS 60	DATE DUE EACH MONTH 21	DATE FIRST PAYMENT DUE 12-21-77
AMOUNT OF FIRST PAYMENT \$ 62.00	AMOUNT OF OTHER PAYMENTS \$ 62.00	DATE FINAL PAYMENT DUE 11-21-82	TOTAL OF PAYMENTS \$ 3720.00	AMOUNT FINANCED \$ 2549.55	

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 certain lot of land situate in Greenville County, State of South Carolina, the Western edge of the Bent Twig Drive and being known and designated as Lot No. 6 of Biltmore as shown on Plat thereof recorded in the RMC Office for Greenville County in Plat Book "Y", at page 147 and having such metes and bounds as shown thereon.

This being the same property conveyed to James P. Smith & Virginia H. Smith by Charlie R. & Ethel C. Simmons by deed dated the 12-19-64 and recorded in the RMC Office on 12-24-64 in deed book 763 at page 570.

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 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 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

Jennifer D. Carne
(Witness)

J. Carne
(Witness)

James P. Smith (LS)

Virginia Smith (LS)

CIT 82-1024D (10-72) - SOUTH CAROLINA
FINANCIAL SERVICES

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