

REAL PROPERTY MORTGAGE

1419 507

ORIGINAL

|   |                          |   |                    |                     |                        |
|---|--------------------------|---|--------------------|---------------------|------------------------|
| NAMES AND ADDRESSES OF ALL MORTGAGORS<br>Ronald L. Hyatt<br>Annette L. Hyatt<br>109 Riley Drive<br>Greenville, S.C. 29611 |                          | MORTGAGEE: CIT. FINANCIAL SERVICES<br>ADDRESS: 10 W. Stone Ave.<br>Greenville, S.C. 29609 |                    |                     |                        |
| LOAN NUMBER   | DATE                     | DATE FIRST PAYMENT DUE  | NUMBER OF PAYMENTS | DATE DUE EACH MONTH | DATE FIRST PAYMENT DUE |
| 27977   | 12-21-77                 | 12-28-77  | 48                 | 28                  | 1-22-78                |
| AMOUNT OF FIRST PAYMENT   | AMOUNT OF OTHER PAYMENTS | DATE FINAL PAYMENT DUE  | TOTAL OF PAYMENTS  |                     | AMOUNT FINANCED        |
| \$ 175.00   | \$ 175.00                | 12-28-81  | \$ 9,000.00        |                     | \$ 6174.06             |

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 lot of land in the County of Greenville State of South Carolina, own and designated as Lot No. 3 on plat made by Carolina Engineering & Surveying Co., and having, according to said plat, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the Southeastern Edge of Riley Road, joint front corner of Lots 2 and 3 running thence with the joint line of said lots, 66-37 E., 186.2 feet to an iron pin, thence S. 29-30 W., 100 feet to an iron pin at the joint rear corner Lots 3 and 4, thence with the joint end of said Lots N. 66-33 W., 188.1 feet to an iron pin on the Southeastern Edge of Riley Road; thence with the Edge of Riley Road, N. 30-35 E., 180 feet to an iron pin being the point of beginning;

This being the same property conveyed to Ronald L. Hyatt & Annette L. Hyatt by W. L. Brinner by deed dated the 5-21-77 and recorded in the P.M.C. Office for Greenville County recorded on 5-31-77 in deed book 1193 at page 137.

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

- If Mortgagor shall fail to 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, (Name) have set (my-our) hand(s) and seal(s) the day and year first above written.

Signed, Sealed, and Delivered  
in the presence of

*H. McClellan*  
(Witness)

*J. V. Brown*  
(Witness)

*Ronald L. Hyatt* (LS)  
*Annette L. Hyatt* (LS)

**CIT** 82-1024D (10-72) - SOUTH CAROLINA

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