



REAL PROPERTY MORTGAGE

BOOK 1435 PAGE 490 ORIGINAL

DATE: (Month, Day, Year) May 21, 1978

FOR OFFICE USE ONLY

8682 917417r

Mortgagee Name(s) and Address(es) Edward Tyson Jr. 20 Plainfield Circle Greenville, S.C. 29609

FILED JUN 16 1978

Mortgagee Name and Address Restive Exteriors 201 Bunccombe Road Greenville, S.C. 29609

k.H.C.

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$25,000.00

NOW, KNOW ALL MEN, that Mortgagor (all, if more than one), to secure payment of a Retail Installment Contract of even date from Mortgagor to the above named Mortgagee in the Total of Payments (as shown in Item 8 to the right hereof) 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, being known as Lot 228, as shown on plat of Addition No. 1 South Forest Estates, recorded Plat Book EE Page 195 of the R.M.C. Office for Greenville County, S.C., said lot having a frontage of 102 feet on the east side of Plainfield circle. This lot was conveyed to grantor in deed from Harold T. Newton recorded in Deed Vol 877 Page 1110 of the R.M.C. Office for Greenville County, South Carolina, and this conveyance is made subject to restrictions applicable to said property recorded in Vol. 547 page 66 and to any recorded easements or rights of way or those shown on the plat or ground. The grantee assume and agree to pay the balance due on the certain note and mortgage given by the grantors to Carolina National Mortgage Investment Co., Inc. The said mortgage is recorded in the R.M.C. Office in mortgage Volume 1232 at page 227. The principal balance due thereon as of this date is \$19,692.23 Derivation is as follows: Deed

Table with 9 rows: 1. CASH PRICE \$3707.00, 2. CASH DOWNPAYMENT \$-0-, 3. UNPAID BALANCE OF CASH PRICE (1 Minus 2) \$3707.00, 4. OTHER CHARGES: a. Official Fees \$-0-, b. Taxes \$-0-, c. Credit Life Insurance Charge \$369.27, d. \$-0-, e. \$-0-, f. \$-0-, g. \$-0-, h. \$-0-, TOTAL OTHER CHARGES \$369.27, UNPAID BALANCE - AMOUNT FINANCED (3 + 4) \$4076.27, FINANCE CHARGE \$2076.29, ANNUAL PERCENTAGE RATE 14.75%, TOTAL OF PAYMENTS (5 + 6) \$6154.56, Payable in 72 monthly installments of \$85.48 each and one final installment of \$ all payable the like date of each successive month commencing July 5, 1978, or if no date is specified, one month after date of this contract, 9. DEFERRED PAYMENT PRICE (1 + 4 + 6) \$6154.56

As used herein, "Mortgagee" includes both the Mortgagee listed herein and any assignee of Mortgagee. If this mortgage is assigned, Book 985, Page 764 - Joe W. Barefoot, Jr., et al. 10710/73

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

Sandra A. Simpson (Witness) and another witness signature

Edward Tyson (L.S.) and Joan Tyson (L.S.)