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 DOWNS & TANKERLEY  
 S.C.

BOOK 1440 PAGE 307 ORIGINAL

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|--|--|--|--|---------------------------------------|--|
| NAMES AND ADDRESSES OF ALL MORTGAGORS<br><b>George O. Hawkes, Jr.</b><br><b>Mary A. Hawkes</b><br><b>14 Westbrook Lane,</b><br><b>Greenville, S.C.</b> |  | MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC.<br>ADDRESS: <b>46 Liberty Lane</b><br><b>P.O. Box 5758 Station B</b><br><b>Greenville, S.C. 296-6</b> |  |                                       |  |
| LOAN NUMBER<br><b>27208</b>  | DATE<br><b>8-9-78</b>                        | DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION<br><b>8-15-78</b>   | NUMBER OF PAYMENTS<br><b>96</b>        | DATE DUE EACH MONTH<br><b>15</b>      | DATE FIRST PAYMENT DUE<br><b>9-15-78</b> |
| AMOUNT OF FIRST PAYMENT<br><b>\$ 204.00</b>  | AMOUNT OF OTHER PAYMENTS<br><b>\$ 204.00</b> | DATE FINAL PAYMENT DUE<br><b>8-15-86</b>   | TOTAL OF PAYMENTS<br><b>\$19584.00</b> | AMOUNT FINANCED<br><b>\$ 11009.90</b> |  |

**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 piece, parcel or lot of land, with buildings and improvements thereon, situate lying and being on the southwesterly side of Westbrook Lane, near the city of Greenville County of Greenville, State of South Carolina, being shown as Lot No 11 Block C. on plat of Brookforest, recorded in the RMC Office for Greenville County in Plat Book "BB", at Page 41, and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the southwesterly side of Westbrook Lane at a point 595.5 feet northwest of the westerly corner of intersection of Westbrook Lane and Woodmont Circle, said pin being joint front line corner of Lots Nos 10 and 11, Block C. and running thence along the joint line of said lots S. 55-42 W. 175 feet to an iron pin corner of Lots No 21; thence along the line of Lot No. 21, N. 34-18 W. 70 feet to an iron pin, joint rear corner of Lots Nos 11 and 12; thence N 55-42 E. 175 feet to an iron pin on the southwesterly side of Westbrook Lane; thence along the southwesterly

side of Westbrook Lane S. 34-18 E. 70 feet to the point of beginning. Derivation is as follows:

Mortgagor agrees to pay the indebtedness as herein before provided.  
**Deed Book 826, Page 169 - David E. Robinson and Ellen R. Robinson 8-14-67.**

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 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

*Sandra Singer*  
 (Witness)  
*Larry W. Capri*  
 (Witness)

*George O. Hawkes Jr.*  
 George O. Hawkes Jr. (L.S.)  
*Mary A. Hawkes*  
 Mary A. Hawkes (L.S.)

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