

## REAL PROPERTY MORTGAGE

FILED

Vol 1475 File 300 ORIGINAL

|  |                          |   |                    |  |                        |  |
|--|--------------------------|---|--------------------|--|------------------------|--|
| NAMES AND ADDRESSES OF ALL MORTGAGORS  |                          | GREENVILLE CO. S.C.   |                    | MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC.                                 |                        |  |
| Jane Gilbert Dyer<br>Route 1, Box 207, Skyland Drives<br>Marietta, S. C. 29661 |                          | JUL 31 11 27 AM '79   |                    | ADDRESS: 10 West Stone Avenue<br>P. O. Box 2423<br>Greenville, S. C. 29602 |                        |  |
| DONNIE L. TANKERSLEY<br>R.M.C.   |                          |   |                    |  |                        |  |
| LOAN NUMBER  | DATE                     | DATE PAYMENT CHARGE BEGINS TO ACCRUE<br>IF OTHER THAN DATE OF TRANSACTION | NUMBER OF PAYMENTS | DATE DUE EACH MONTH  | DATE FIRST PAYMENT DUE |  |
| AMOUNT OF FIRST PAYMENT  | AMOUNT OF OTHER PAYMENTS | DATE FINAL PAYMENT DUE  | TOTAL OF PAYMENTS  |  | AMOUNT FINANCED        |  |
| \$ 148.00  | \$ 148.00                | August 3, 1987  | \$ 14,208.00       |  | \$ 7,503.85            |  |

THIS MORTGAGE SECURES FUTURE ADVANCES -- MAXIMUM OUTSTANDING \$50,000

NOW, KNOW ALL MEN, that the undersigned (all, if more than one), to secure payment of a Promissory Note of even date from one or more of the above named Mortgagors to the above named Mortgagee in the above Total of Payments and all future and other obligations of one or more of the above named Mortgagors to Mortgagee, the Maximum Outstanding of any given time not to exceed said amount stated above, hereby grants, bargains, sells, and conveys 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 piece, parcel or lot of land in Cleveland Township, Greenville County, State of South Carolina, Containing 2.04 Acres, according to a plat of Midway Acres, Property of S. C. Beattie Estate By Terry T. Bill (2nd block) and having the following metes and bounds, according to said plat:

BEGINNING at an iron pin at the intersection of Midway road and a 50 foot street and running thence along said 50 foot street, South 40-30 East, 417.8 feet to an iron pin; running thence North 47°36' East 217 feet to an iron pin; running thence North 42-24 West 417.4 feet to an iron pin on Midway Road; running thence along said road, South 47°36' West, 208.7 feet to an iron pin, the beginning corner.

DERIVATION is as follows: Deed Book 1101 Page 195 From William Gilbert 4/25/79.

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, fees, 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 installment 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 installment 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.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured hereby shall affect his respective obligations hereunder.

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

Diane Kirkpatrick  
*[Witness]*

Jane Gilbert Dyer.  
JANE GILBERT DYER  
*[Signature]*

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