

DONALD J. TANKERSLEY  
REAL PROPERTY MORTGAGE

BOOK 1496

616 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS GREENVILLE, S.C. MCCLEROY JR., WILLIAM F. 220 DELRAY CIRCLE GREENVILLE, SC 29611 DONALD J. TANKERSLEY P.M.C.		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: P.O. BOX 2423 GREENVILLE, SC 29601			
LOAN NUMBER 30009	DATE 02/18/80	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER 02/22/80	NUMBER OF PAYMENTS 72	DATE DUE EACH MONTH 22	DATE FIRST PAYMENT DUE 03/22/80
AMOUNT OF FIRST PAYMENT \$ 116.00	AMOUNT OF OTHER PAYMENTS \$ 116.00	DATE FINAL PAYMENT DUE 02/22/86	TOTAL OF PAYMENTS \$ 8352.00	AMOUNT FINANCED \$ 5085.99	

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 releases to Mortgagee, its successors and assigns, the

All that piece, parcel or lot of land situated, lying and being in the County of GREENVILLE, State of South Carolina on the eastern side of Delray Circle and being known and designated as Lot 54 on a plat of Section 11, Farmington Acres, recorded in the R.M.C. Office for Greenville County in Plat Book BBB, Page 169, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at a point on the eastern side of Delray Circle, joint front corner of Lots 53 and 54 and running thence along the line of Lot 53N.52-45E., 150 feet to a point in the line of property of C.E. Robinson, Jr., joint rear corner of Lots 53 and 54; thence running along the line of Robinson property S. 37-15W., 110 feet to a point; thence running S. 52-45 W., 150 feet to a point on the eastern side of Delray Circle; thence running along the eastern side of Delray Circle N. 37-15 W. 110 feet to the point of beginning.

The Derivation is as follows: Deed Book 863, Page 433, From W.M. Rose dated: March 10, 1969.

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 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.

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)

John S. Corum  
(Witness)

William F. McLeary, Jr.

William F. McLeary III (U.S.)

Donna J. McLeary (U.S.)  
Kenneth D. Murray



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