REAL PROPERTY MORTGAGE 8038 1519 FASE 171 **ORIGINAL** NAMES AND ADDRESSES OF ALL MORTGAGORS MONTGAGEE: C.I.T. FINANCIAL SERVICES, INC. John S. Whitehead Domnie S. Tankersley 46 Liberty Lane Bunny F. Miller (former) P.O. Box 5758 Station B Bunny F. Miller Whitehead (My) Greenville,S.C. 100 Woodville Avenue Greenville,S.C. DATE DUE EACH MONTH DATE FIRST PAYMENT DUE NUMBER OF OAN NUMBER 28297 9-26-80 <u> 11-2-80</u> TOTAL OF PAYMENTS AMOUNT FINANCED AMOUNT OF FIRST PAYMENT AMOUNT OF OTHER PAYMENTS DATE FINAL PAYMENT DUE \$ 13200<sub>a</sub>00 6446 24 s 110.00 110.00 10-2-90

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

The words "you" and "your" refer to Mortgagee. The words "I," "me" and "my" refer to all Mortgagors indebted on the note secured by this mortgage.

To secure payment of a note which I signed today promising to pay you the above Total of Payments and to secure all my other and future obligations to you, the Maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned grants chargeins, sally and releases to you the real estate described below and all present and future improvements on the real estate, which is located in South Carolina, County of ..

All that certain piece, parcel or lot of land, situate, lying and being in Greenville Township Greenville, State of South Carolina, lying on the southern side of Woodville Avenue, being the eastern portion of Lot 114, with the original Lot 114 being shown on plat 3 of Overbrook Land Co., with said plat being recorded in the RMC Office for Greenville County, S.C., in Plat Book F, page 218, being shown on more recent plat of J. S. Whitehead et. al., dated April, 1978, with said plat being recorded in the RMC Office for Greenville County, S.C., in Plat Book 6.0 at page 26. reference to said plat is hereby craved for a metes and bounds description. This being the same property conveyed to grantor by deed of T. H. Cromer, dated October 18, 1977, recorded in the RMC Office for Greenville County, S.C., in Deed Book 1067 at Page 624.

Derivation: Deed Book 1079, Page 352 Tymes Limited, A Partnership dated May 17, 1978.

If I pay the note secured by this mortgage according to its terms this mortgage will become null and void.

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you on demand, will bear interest at the highest lawful rate, will be an additional lien on the real estate and may be enforced and colfected in the same manner as any other obligation secured by this mortgage.

If I am in default for failure to make a required payment for 10 days or more, you may send me a notice giving me 20 days to eliminate the default. If I do not eliminate the default in the manner stated in the notice, or if I eliminate the default after you send the notice but default on a future payment by failing to pay on schedule, or if my ability to repay my loan or the condition, value or protection of your rights in the collateral securing my loan is significantly impaired, then the full amount I owe, less any charges which you have not yet earned, will become due, if you desire, without your advising me.

I will pay all expenses you incur in enforcing any security interest, including reasonable attorney's fees as permitted by law.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage

Each of the undersigned waives marital rights, homestead exemption and all other exemptions under South Carolina law.

This mortgage will extend, consolidate and renew any existing mortgage you hold against me on the real estate described above.

Signed, Sealed, and Delivered

82-1824 G (1-79) - SOUTH CAROLINA