

RECORDING FEE **1.50** PAID **JAN 31 1974**

PAID S. NAMES AND ADDRESSES OF DEFENDANT(S) MERSLEY		MORTGAGEE C.I.T. FINANCIAL SERVICES Corp ADDRESS 10 West Stone Ave. Greenville, S.C.			
Charles E. Duke Jennifer Duke 213 Fairlane Dr. Simpsonville, S.C.					
LOAN NUMBER 30040	DATE 1-23-74	DATE FINANCE CHARGE BEGINS TO ACCRUE 1-28-74	NUMBER OF PAYMENTS 120	DATE DUE EACH MONTH 28	DATE FIRST PAYMENT DUE 2-28-74
AMOUNT OF FIRST PAYMENT \$ 157.00	AMOUNT OF OTHER PAYMENTS \$ 157.00	DATE FINAL PAYMENT DUE 1-23-81	TOTAL OF PAYMENTS \$ 16,840.00	AMOUNT FINANCED \$ 11,082.36	

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 lot of land lying in the state of South Carolina, County of Greenville, Austin Township, being known as Lot 95 in the Subdivision known as Greenbrier, Plat of said Subdivision being recorded in the RIC Office for Greenville County and being more fully described as follows:

Beginning at an iron pin on the southwestern side of Fairland Drive, corner of Lot 94 and running thence along Lot 94, S. 35-25 W., 220.5 ft. to an iron pin; thence S. 34-35 E., 100 ft. to an iron pin; thence N. 55-12 E., 219.6 feet to an iron pin on Fairland Drive; thence along Fairland Drive, N. 34-15 W., 100 ft. to the beginning corner.

This is the identical property conveyed to the grantor herein by deed of Kenneth L. Cassell, dated November 2, 1968 and recorded in the RIC Office for Greenville County in Deed Book 395, Page 447.

This property is conveyed subject to easements, rights of way and restrictions of record.

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 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

Charles E. Duke
[Witness]
Arthur J. Duke
[Witness]

CIT
FINANCIAL SERVICES
82-10240 (10-74) - SOUTH CAROLINA

Charles E. Duke
(L.S.)
Jennifer Duke
(L.S.)

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