REAL PROPERTY MORTGAGE

**ORIGINAL** 

NAMES AND ADDRESSES OF ALL MORTGAGORS Willie R. Gary Clara M. Gary Route 2 Box 452 C Simpsonville, SC 29681

MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 10 West Stone Ave. Greenville, SC 29602

LOAN NUMBER CATE FIRENCE CHARGE BEGINS TO ACCRUE DATE DUE EACH MONTH DATE DATE FIRST PAYMENT DUE 11728/78 84 28883 11/22/78 12/28/78 THEW FAT TORY OF THEO VA AVOUNT OF OTHER PAYMENTS DATE FINAL PAYMENT DUE TOTAL OF PAYMENTS AMOUNT FINANCED 11/28/85 s 158.00 158.00 13272.00 <u> 7954.87</u>

## 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 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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, c situate, lying and being in the southeastern corner of the intersection of Howard Road and Poplar Drive and being known and designated as Lot No. 3 on a plat of BRYSON ACRES Subdivision, plat of which is recorded in the RKC Office for Greenville County in Plat Book "000" at page 128, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Howard Road, joint front corner of Lots 3 and 4 and running thence with the eastern side of Howard Road W. 18-42 W. 225 feet to an iron pin at m corner of the intersection of Howard Road and Poplar Drive; thence with the curve of said intersection, the chord being N. 26-18 E. 35.3 feet to an iron pin on the southern side of Poplar Drive thence with Poplar Drive the following courses and distance, to-wit: Y. 71-18 E. 150 feet; N.71-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. Mortgagar 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 marrier as the other debt hereby secured

After Mortgagor has been in default for failure to make a required instalment for 10 days or more, Mortgagor may give notice to Mortgagor of his right to cure such default within 20 days after such notice is sent. If Mortgagor shall 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

Martagagar and Martagagar'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 Wilness 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

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Hillie K. Hang Glara M. Hang

82-1024F (5-77) - SOUTH CAROUNA