

REAL PROPERTY MORTGAGE **BOOK 1494 PAGE 41** ORIGINAL
FILED

NAMES AND ADDRESSES OF ALL MORTGAGORS		GP'S CO. S.C.	MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC.		
GARY, WILLIE R. GARY, CLARA M. P.O. 2, BOX 452 A GREENVILLE, SC 29602		112 PH 180	ADDRESS: P.O. Box 2422 Greenville, SC 29602		
LOAN NUMBER 29970	DATE 01/24/80	DATE FINANCING BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION 01/01/80	NUMBER OF PAYMENTS 96	DATE DUE EACH MONTH 30	DATE FIRST PAYMENT DUE 02/29/80
AMOUNT OF FIRST PAYMENT \$ 169.00	AMOUNT OF OTHER PAYMENTS \$ 169.00	DATE FINAL PAYMENT DUE 01/30/89	TOTAL OF PAYMENTS \$ 6,129.00	AMOUNT FINANCED \$ 2517.89	

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, 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 in a plat of PEWEE ACRES Subdivision, plat of which is recorded in the REC Office of Greenville County in Plat Book "003" at page 12, and having, according to said plat, the following lines and bounds, to-wit: Beginning at an iron pin on the eastern side of Howard Road, joint front corner of Lots 3 & 4 and running thence with the eastern side of Howard Road 1.44'-0" N. 22° feet to an iron pin at corner of the intersection of Howard Road and Poplar Drive; thence with the curve of said intersection, the bearing being 1.24'-0" E. 35.3 feet to an iron pin on the southern side of Poplar Drive; thence with Poplar Drive the following courses and distances, to wit: 7.11'-0" E. 152 feet; N. 21.47' E. 2.9 feet; S. 63.42' E. 161 feet to a point, the joint corner of lots 3 and 5; thence with the common line of said Lots 3.25'-0" N. 22.5 feet to an point, the common line of which shall fully pay according to its terms the indebtedness hereby secured then this mortgage shall become null and void.

Lots 3, 4 and 5; thence S. 14'-0" E. 200 feet to an iron pin on the eastern side. 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 obtain insurance in such form and amount as may be satisfactory to Mortgagee in Mortgagee's favor.

DETERMINATION MADE BY C.R.S., PAGE 648, FROM WHICH THE PAPER DATED: OCTOBER 8, 1973.

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)

John D. Carrum
(Witness)

**Willie R. Gary* (LS)
Clara M. Gary (LS)



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