89971534 FAGE 465 ORIGINAL FILEBAL PROPERTY MORTGAGE 6 1981 3 NAMES AND ADDRESSES OF ALL MORTGA MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. MAR Derive S. Tankerslay ADDRESS: Herbert Brooks 46 Liberty Lane Mary Ann Brooks P.O. Box 5758 Station 3 State Park Road. Greenville, S.C. 29606 Greenville,S.C. NUMBER OF PAYMENTS DATE DUE EACH MONTH DATE FIRST PAYMENT DUE THE PROPERTY OF THE STATE OF THE SECTION STATE OF THE SECTION DATE LOAN NUMBER 4-4-81 28471 2-26-81 TOTAL OF PAYMENTS AMOUNT FINANCED DATE FINAL PAYMENT DUE AMOUNT OF OTHER PAYMENTS AMOUNT OF FEST PAYMENT \$4848.00 3250.58 3-4-85 101,00 101.00

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 Mortgages in the above Total of Payments and all future and other obligations of one or more of the above named Mortgagers to Mortgages, the Maximum Outstanding at any given time not to exceed said amount stated above, hereby grants, bargains, sells, and releases to Mortgages, 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 lot or tract of land situate in Greenville County, South Carolina, shown as Lot 1 upon a plat entitled "Property of Haygood Estate," by C. C. Jones, R. L. S., dated May 22, 1974, and having, according to said plat, the following metes and bounds, to-wit:

BEGINING at a point in the center of State Park Road at the intersection with Tanyard Road, joint corner of Lots 1 and 2, and running along Tanyard Road, N. 59-33 E. 246 feet and N. 61-50 E. 100 feet; thence N. 78-29 W. 128 feet to a pine stump; thence N. 88-53 W. 248 feet; thence S. 68 W. 172.6 feet to the center of State Park Road; thence along the center of said road, S. 58-02 E. 118.5 feet and S. 61-04 E. 150 feet to the point of BEGINNING. This property is conveyed subject to easements and right of way of record. DERIVATION: Deed Book 1001, Page 499; Clalice Ethel Hagood Collier, Helen H. Isaac and William E. Hagood, dated June 19, 1974.

IO HAVE AND TO HOLD of and singular the real educe described above and sold Mortgogee, its successors and assigns forever.

ALSO KNOWN AS STATE PARK ROAD, GREENVILLE, SOUTH CAROLINA

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 filen 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, Mortgagor 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 Mortgagor, 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

be presence of

Dangent

la Lespa

Herbert A Brocke 11.

Mary Una Brooks (LS

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