

## REAL PROPERTY MORTGAGE

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NAMES AND ADDRESSES OF ALL MORTGAGORS Jimmy M. Durham Lynda D. Durham 316 Maple Drive Mauldin, S.C. 29662		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 16 Liberty Lane P.O. Box 5759 Station B Greenville, S.C. 29606			
FILED GREENVILLE CO. S.C.					
LOAN NUMBER 1004	DATE 3-7-91	INTEREST RATE 11.18%	CHARGE BEGINS TO ACCRUE IF SINCE DATE OF TRANSACTION 3-12-91	NUMBER OF PAYMENTS 120	DATE DUE EACH MONTH 3/12/91
AMOUNT OF FIRST PAYMENT \$ 261.00	AMOUNT OF OTHER PAYMENTS \$ 261.00 R.H.C.	DATE FIRST PAYMENT DUE 3/12/91	TOTAL OF PAYMENTS \$ 17520.00	AMOUNT FINANCED \$ 19333.57	

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

The words "you" and "your" refer to Mortgagor. 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 of any given time not to exceed the amount stated above, each of the undersigned grants, bargains, sells 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 Greenville

All that piece, parcel or lot of land in the County of Greenville, Town of Mauldin, State of South Carolina, situate, lying and being on the northern side of Maple Drive and being known and designated as Lot No. 51, on a plat of PEACHTREE TERRACE Subdivision, plat of which is recorded in the EMC Office for Greenville County in Plat Book 78 at Page 189, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Maple Drive at the joint front corner of Lots 54 and 55 and running thence with the common line of said Lots N. 14-15 W. 175.3 feet to an iron pin; thence S 72-18 W. 105 feet to an iron pin on the eastern side of Ashmore Bridge Road; thence with said Road S. 14-55 E. 50 feet to an iron pin; thence continuing with said Ashmore Bridge Road S. 3-28 E. 78.5 feet to an iron pin at the corner of the intersection of Ashmore Bridge Road and Maple Drive; thence with the curve of said intersection, the chord of which is S 47-09 E. 43.3 feet to an iron pin on Maple Drive; thence with said Drive N. 82-13 E. 96.7 feet to the point of beginning. This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements, and right-of-way appearing on the property and/or of record. Derivation: Deed Book 952, Page 2 Julian S. Honey and Bonita B. Honey dated 3/16/1972.

Also known as 316 Maple Drive, Mauldin, S.C.

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 collected 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.

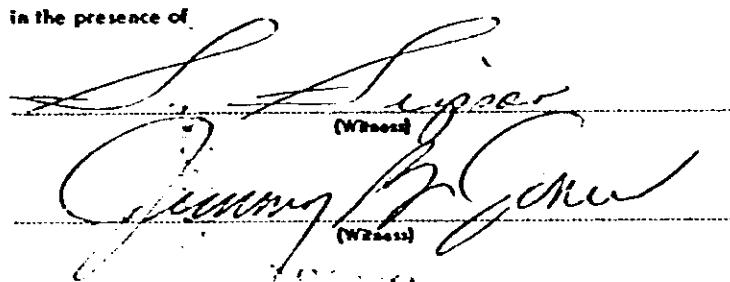
I will pay all expenses you incur in enforcing any security interest, including reasonable attorney's fees as permitted by law.

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.

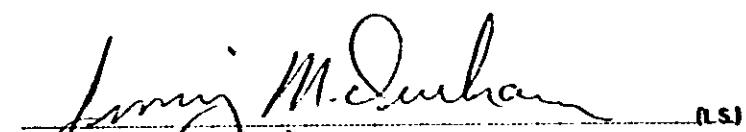
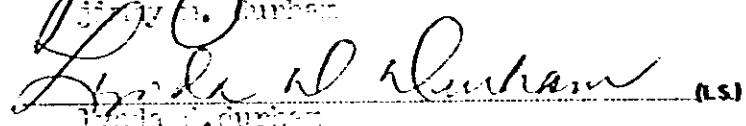
This mortgage will extend, consolidate and renew any existing mortgage you hold against me on the real estate described above.

Signed, Sealed, and Delivered  
in the presence of:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Witness)  
(Witness)



82-18240 (1-73) - SOUTH CAROLINA

  
\_\_\_\_\_  
(Signature)  
(L.S.)  
  
  
\_\_\_\_\_  
(Signature)  
(L.S.)

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