

REAL PROPERTY MORTGAGE 300K 1405 PAGE 197 ORIGINAL
 FILED

NAMES AND ADDRESSES OF ALL MORTGAGORS Kathleen R. Burgess Route 1 Marietta, South Carolina		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, South Carolina 29606				
LOAN NUMBER		DATE 07-25-77	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION 07-29-77	NUMBER OF PAYMENTS 120	DATE DUE EACH MONTH 29	DATE FIRST PAYMENT DUE 08-29-77
AMOUNT OF FIRST PAYMENT \$ 196.00	AMOUNT OF OTHER PAYMENTS \$ 196.00	DATE FINAL PAYMENT DUE 02-29-87	TOTAL OF PAYMENTS \$ 23520.00	AMOUNT FINANCED \$ 12148.64		

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 tract or parcel of land lying and being and situate in the State of South Carolina, County of Greenville, at Marietta, South Carolina, being a portion of the T. J. Newby Estate and shown on plat entitled Kathleen R. Burgess, recorded in the R.M.C. Office for Greenville County in Plat Book "EE, at page 104, and having the following metes and bounds, to-wit: Beginning at an iron pin at the northwestern intersection of US Highway No. 276 (Greer Highway) and Circle Road (Katherine Street) and running thence along US Highway No. 276 N 8-15 W. 206.9 feet to an iron pin; thence S 89-30 W 197.5 feet to an iron pin on branch; thence up branch as line 240 feet, more or less, to an iron pin thence N78-20 W 711 feet to an iron pin on another branch below spring; thence down this branch 895.3 feet to the forks of last mentioned branch; thence up said branch as the line 654 feet, more or less, to an iron pin thence S 89-20 E. 686.1 feet to the beginning corner and containing 11.4 acres, more or less.

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. This being the same property conveyed to Kathleen R. Burgess by H.L. Reynolds & Christine R. Carlin deed dated 5th day August, 1957 and recorded in the R.M.C. Office for Greenville County on 8th day Aug. 1957 in deed book 582 at page 60.

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 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 instalment 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 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.

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.

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

2500

Brenda B. Davis (Witness)
 Ray P. Lowe (Witness)

Kathleen R. Burgess (LS.)
 A. T. Burgess (LS.)



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