

REAL PROPERTY MORTGAGE

1527-233 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS Bobby Joe Wardlaw Mary Elizabeth Wardlaw 218 Bluff Drive Greenville, S.C. 29605		MORTGAGEE C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 575 <sup>2</sup> Station B Greenville, S.C. 29605			
LOAN NUMBER 28888	DATE 12-5-80	DATE FIRST PAYMENT DUE 1-10-81	NUMBER OF PAYMENTS 10	DATE DUE EACH MONTH 10	DATE FIRST PAYMENT DUE 1-10-81
AMOUNT OF FIRST PAYMENT \$ 178.00	AMOUNT OF OTHER PAYMENTS \$ 178.00	DATE FINAL PAYMENT DUE 12-10-87	TOTAL OF PAYMENTS \$ 14952.00	AMOUNT FINANCED \$ 8469.00	

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 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, with improvements thereon, situate, lying and being and being on the Northern side of Bluff Drive in Gantt Township, Greenville County, South Carolina being shown and designated as Lot No. 67 on a Plat of KENNEDY PARK made by Piedmont & Architects dated September 28, 1964, revised August 10, 1967, and recorded in the REC Office for Greenville County, S.C., in Plat Book JJJ, page 179, reference to which is hereby craved for the metes and bounds thereof. The above described property is the same conveyed to the Grantor by deed of Henry C. Harding Builders, Inc., recorded in the REC Office for Greenville County, S.C., in Deed Book 849, page 96, and is hereby conveyed subject to rights of way, easements, setbacks lines, roadways and restrictions applicable to Kennedy Park recorded in the REC Office for said County and State in Deed Book 773, page 527. Derivation: Deed Book 855, Page 646, H.R. Neal dated

TO HAVE AND TO HOLD all and singular the real estate described above unto said Mortgagee, its successors and assigns forever.  
 November 11, 1980.

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 legal rate if not prohibited by law, shall be a lien in favor of Mortgagee on the above described real estate and may be enforced and collected in the same manner as the other debts hereby secured.

After Mortgagor has been in default for failure to make a required installment due, or paid or more, Mortgagee may give notice to Mortgagor of his right to cure such default within 30 days after such notice is sent. If Mortgagor fails 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 then due and any accrued charges shall, at the option of Mortgagee, become due and payable without notice or demand. Mortgagee agrees to pay all expenses incurred in enforcing any security interest including reasonable attorney's fees as permitted by law.

Mortgagee and Mortgagee's assigns hereby waive all mortgagor 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, (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

*Charles D. Brummett*  
 (Witness)

*Mary Elizabeth Wardlaw*  
 (Witness)

*Bobby Joe Wardlaw* (LS)  
 BOBBY JOE WARDLAW

*Mary Elizabeth Wardlaw* (LS)  
 MARY ELIZABETH WARDLAW



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