

FILED

REAL PROPERTY MORTGAGE BOOK 1289 PAGE 403 ORIGINAL

NAMES AND ADDRESSES OF MORTGAGORS James H. Potest Mary Ann S. Potest Rt. 3, Standing Springs Rd. Simpsonville, S. C.		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P. O. Box 5758, Sta. B Greenville, S. C.			
LOAN NUMBER	DATE	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION	NUMBER OF PAYMENTS	DATE DUE EACH MONTH	DATE FIRST PAYMENT DUE
	8/28/73	9/1/73	60	15th	10/15/73
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	TOTAL OF PAYMENTS	AMOUNT FINANCED	
\$ 66.00	\$ 66.00	9/15/78	\$ 3960.00	\$ 2828.57	
FINANCE CHARGE \$ 1131.43			ANNUAL PERCENTAGE RATE 14.13%		

THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$20,000

NOW, KNOW ALL MEN, that Mortgagor (all, if more than one), to secure payment of a Promissory Note of even date from Mortgagor to C.I.T. Financial Services, Inc. (hereafter "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 certain lot or tract of land lying near the town of Simpsonville, County of Greenville, State of South Carolina, and being shown as a portion of a ten acre tract on a plat of property of Milton Mahaffey by G. O. Riddle, dated November, 1963, and having the following metes and bounds, to-wit:
 BEGINNING at an iron pin at the northwestern most corner of a tract of land previously conveyed to James Toy Cox, and running thence along a twelve (12) foot right-of-way for egress and agress, which separates this property from that of Austin Brashier, N. 54-13 E., 125.4 feet to an iron pin; thence running 14 feet from the Austin Brashier line continuing the 14 foot right-of-way easement, but parallel with the Brashier line, N. 1-03 E. 57.9 feet to an iron pin; thence S. 80-07 E., 199.8 feet, more or less, to an iron pin; thence S. 9-53 W. 145.6 feet, more or less, to an iron pin joint rear corner, of James Toy Cox; thence along the Cox line, N. 80-07 W., 247.2 feet to an iron pin at the point of beginning.

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.

Mortgagor agrees to pay all fees, taxes, assessments, obligations and any charges whatsoever against the above described real estate and all sums due under any prior encumbrances against said real estate. Mortgagor also agrees to maintain insurance on the above described real estate in such form and amount as may be satisfactory to Mortgagee in Mortgagee's favor and in default thereof Mortgagee may, but is not obligated to, effect said insurance in Mortgagee's own name.

If Mortgagee makes an expenditure for any fee, tax, assessment, premium, covenant, prior mortgage or any charge whatsoever in connection with the above described real estate, such expenditure 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.

Upon any default, all obligations of Mortgagor to Mortgagee shall become due, at the option of Mortgagee, without notice or demand.

Mortgagor agrees in case of foreclosure of this mortgage to pay a reasonable attorney's fee as determined by the court in which suit is filed and any court costs which shall be secured by this mortgage and included in judgment of foreclosure.

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

John R. Griffin Jr.
 (Witness)
Edith Louise
 (Witness)

James H. Potest (RS)
 James H. Potest
Mary Ann Potest (RS)
 Mary Ann S. Potest