

ORIGINAL

FILED
REAL PROPERTY MORTGAGE BOOK 1378 PAGE 255
SEP 21 1976
DONNIE & TANKERSLEY
R.M.C.

RECORDING FEE 2.50

NAMES AND ADDRESSES OF ALL MORTGAGORS Barney Lee Stewart Jo Ann Stewart 310 Farmington Road Greenville, South Carolina 29605		MORTGAGEE: C.I.T. FINANCIAL SERVICES Inc ADDRESS: 46 Liberty Ln P. O. Box 5758 Sta. B. Greenville, S. C. 29606			
LOAN NUMBER	DATE 9-20-76	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION 9-24-76	NUMBER OF PAYMENTS 60	DATE DUE EACH MONTH 8th	DATE FIRST PAYMENT DUE 11-8-76
AMOUNT OF FIRST PAYMENT \$ 94.00	AMOUNT OF OTHER PAYMENTS \$ 94.00	DATE FINAL PAYMENT DUE 9-24-81	TOTAL OF PAYMENTS \$ 5640.00	AMOUNT FINANCED \$ 4029.63	

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

Greenville

thereon situated in South Carolina, County of Greenville
 All that piece, parcel or lot of land situate, lying and being on the Southern side of Farmington Road near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 68 of a subdivision known as Chestnut Hills, plat of which is recorded in the R.M.C Office for Greenville County in Plat Book 44, at Page 83; said lot having such metes and bounds as shown thereon.
 This property is conveyed subject to restrictions and easements or rights-of way, if any of record.

This is the same property conveyed to the Grantor herein and W. T. McLeod Jr, by recorded in Deed Book 744 at Page 47. The said W. T. McLeod Jr, died on or about the 8th day of June, 1970 leaving all of his property to the Grantor herein as will more fully appear from examination of Probate File 1135, File 2.

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 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 insurance in Mortgagee's own name, and such payments and expenditures for insurance 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

Rubena Shwall
 (Witness)
Ray P. Brown
 (Witness)

Barney Lee Stewart (L.S.)
 (Barney Lee Stewart)
Jo Ann Stewart (L.S.)
 (Jo Ann Stewart)

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