

RECORDING PAID \$ 150

REAL PROPERTY MORTGAGE BOOK 1378 PAGE 813 ORIGINAL FILED

NAMES AND ADDRESSES OF ALL MORTGAGOR GREENVILLE, CO. S. C. Eddie Byrd, Jr. Heneritta Byrd 4 Alaska Avenue Greenville, S.C. 29607 DONNIE S. TANKERSLEY R.H.C.		MORTGAGEE: C.I.T. FINANCIAL SERVICES ADDRESS: 10 West Stone Avenue Greenville, S.C. 29602			
LOAN NUMBER	DATE 9-24-76	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF EXECUTION 9-29-76	NUMBER OF PAYMENTS 60	DATE DUE EACH MONTH 29	DATE FIRST PAYMENT DUE 10-29-76
AMOUNT OF FIRST PAYMENT \$ 136.00	AMOUNT OF OTHER PAYMENTS \$ 136.00	DATE FINAL PAYMENT DUE 9-29-81	TOTAL OF PAYMENTS \$ 8160.00	AMOUNT FINANCED \$ 5896.30	

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:

Being on the Southeastern side of Alaska Avenue, formerly Morningside Drive, in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot No. 5 on a plat of Parview Subdivision made by Dalton & Neves, Engineers, June 1942, records in RMC Office of Greenville County, South Carolina, in Plat Book "M" at Page 49, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at the iron pin on the Southeastern side of Alaska Avenue at the joint front corner of Lots 4 and 5, and running thence along the line of Lot No. 4.

This being the same property conveyed to EDDIE BYRD, Jr. AND HENERITTA BYRD by L.A. Moseley by deed dated the 7-11-69 and recorded in the RMC Office of Greenville County recorded on 7-16-69 in deed book 872 at page 04.

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

S. A. Smith (Witness)

J. A. Dill (Witness)

Eddie Byrd Jr. (L.S.)

Heneritta Byrd (L.S.)