

REAL PROPERTY MORTGAGE **1989** **307** **ORIGINAL**

FEB 15 1977
 DONNIE S. TANKE
 R. M. C.

NAMES AND ADDRESSES OF ALL MORTGAGORS Milner C. Moseley Lila F. Moseley 15 Ridgewood Drive Greenville, S.C. 29607		MORTGAGEE: CIT FINANCIAL SERVICES, INC. 46 Liberty Lane P.O. Box 5758 Station B Greenville, South Carolina		
LOAN NUMBER	DATE	DATE FIRST PAYMENT DUE	NUMBER OF PAYMENTS	DATE DUE EACH MONTH
	2/11/77	3/17/77	120	17th
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	TOTAL OF PAYMENTS	AMOUNT FINANCED
\$180.00	\$ 180.00	2/17/87	\$ 21600.00	\$ 10745.43

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 pice, parcel or lot of land together with buildings and improvements situated thereon situated, lying and being on the westerly side of Ridgewood Drive, Chicks Springs Township, Greenville County, South Carolina, being shown and designated as Lot No. 17 on plat of Woodland Hills Subdivision made by Dalton & Neves, Engineers, dated May 1951 and recorded in the RMC Office for Greenville County in Plat Book Y at Page 60 and P, at Book # at page 44 and having the following metes and bounds, to-wit;

BEGINNING at an iron pin on the western side of Ridgewood Drive, joint front corner of Lots No. 16 and 17, and running thence along the line of Lot No. 16 S. 73-00 W. 140 feet to an iron pin; thence S. 17-00 E 100 feet to an iron pin; thence N. 73-00 E. 140 feet along the line of Lot No. 18 to an iron pin on the western side of Ridgewood Drive; joint front corner of Lots 17 and 18; thence along the western side of said Ridgewood Drive N. 17-00 W. 100 feet to the beginning corner.

As a Part of the consideration hereof the grantees agree to assume and pay the balance now due upon certain note and mortgage give by Marjorie P. Metcalf to General Mortgage Company and subsequently assigned to the Life Insurance Company of Virginia in the original amount of \$13,300.00 according to the terms thereof, said mortgage being dated 25 March 1959 and recorded in the RMC Office for Greenville, County in Mortgage Book 780 at page 261.

This is the same lot conveyed to Marjori P. Metcalf by Robert Hood and Veronica B. Hood by deed dated 25 March 1959 and recorded in the R.M.C. Office for Greenville County in Deed Book 820 at page 70.

- 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 the indebtedness as herein before provided.
- 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

Rebecca Duval (Witness)
Ray Plause (Witness)

Milner C. Moseley (LS.)
 Milner C. Moseley
Lila F. Moseley (LS.)
 Lila F. Moseley

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