

REAL PROPERTY MORTGAGE

1418 978

ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS Jerry Dale Sosebee Ann Sosebee 16 Fifth St. Poe Mill Greenville, S.C. 29609		MORTGAGEE CITY FINANCIAL SERVICES, INC. ADDRESS 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606			
LOAN NUMBER 26840	DATE 12-16-77	DATE FIRST PAYMENT DUE 12-21-77	NUMBER OF PAYMENTS 84	DATE DUE EACH MONTH 21	DATE FIRST PAYMENT DUE 1-21-78
AMOUNT OF FIRST PAYMENT \$ 108.00	AMOUNT OF OTHER PAYMENTS \$ 108.00	DATE FINAL PAYMENT DUE 12-21-84	TOTAL OF PAYMENTS \$ 9072.00	AMOUNT FINANCED \$ 5437.51	

THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$25,000

NOW, KNOW ALL MEN, that Mortgagor (of, 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 of 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 all buildings and improvements thereon situate, lying and being in the County of Greenville, Section 1 of Subdivision of the Village Houses of F. W. Poe Mfg. Co., recorded in the R.M.C. Office for Greenville County in Plat Book Y, at page 28 and 29:

BEGINNING at an iron pin on the Southwest side of Fifth Avenue, joint front corner of lots 162 and 163 and running thence with line of lot 162, South 49-00 West 70 feet to an iron pin, rear corner of lots 163 and 137; running thence with line of lot 137, North 41-10 West 84 feet to an iron pin of B Street; thence with said B Street, North 49-00 East 70 feet to an iron pin at the intersection of B Street and Fifth Avenue; thence with said Fifth Avenue, South 41-10 East 84 feet to the beginning corner.

TO HAVE AND TO HOLD all and singular the real estate described above unto said Mortgagee, its successors and assigns forever
 Derivation: Deed Book 997 page 439 4-19-1974. Jerry Dale Sosebee

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 and bear interest at the highest lawful rate if not prohibited by law, shall be a lien thereunder 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 installment for 30 days in more, Mortgagee may give notice to Mortgagor of his right to cure such default within 30 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 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 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 recording or any second, interest including reasonable attorney's fees as permitted by law.

Mortgagor and Mortgagee'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 writes

Signed, Sealed, and Delivered
 in the presence of

Sandra Simpson
 (Witness)
 Ray P. Lowe
 (Witness)

Jerry Dale Sosebee (RSJ)
 Jerry Dale Sosebee
 Ann Sosebee (RSJ)
 Ann Sosebee



82-1024E (10-76) - SOUTH CAROLINA

4328 RV-2

0978