

REAL PROPERTY MORTGAGE BOOK **1498** **471** ORIGINAL
FILED

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| NAMES AND ADDRESSES OF ALL MORTGAGORS SANDERS, LARRY W. SANDERS, CHERLYN P.O. BOX 969, TANNER ROAD TAYLORS, SC 29687 | | GREENVILLE CO. S. C. 4 12 PH '80 TANNERSLEY S.C. | | MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: P.O. BOX 2423 GREENVILLE, SC 29602 | |
| LOAN NUMBER 30010 | DATE 02/22/80 | DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER 02/29/80 | NUMBER OF PAYMENTS 120 | DATE DUE EACH MONTH 29 | DATE FIRST PAYMENT DUE 03/29/80 |
| AMOUNT OF FIRST PAYMENT \$ 290.00 | AMOUNT OF OTHER PAYMENTS \$ 290.00 | DATE FINAL PAYMENT DUE 02/28/90 | TOTAL OF PAYMENTS \$ 34800.00 | AMOUNT FINANCED \$ 16094.36 | |

THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$50,000

NOW, KNOW ALL MEN, that the undersigned (all, if more than one), to secure payment of a Promissory Note of even date from one or more of the above named Mortgagors to the above named Mortgagee in the above Total of Payments and all future and other obligations of one or more of the above named Mortgagors 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**, County of Greenville, All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 57 on plat of Edwards Forest, Section 5, recorded in Plat Book 5Pat page 6 and having such courses and distances as will appear by reference to said plat. The above conveyance is subject to all rights of way, easements and protective covenants affection same appearing upon the public records of Greenville County, including, but not limited to an 8 feet bicycle easement along the rear lot line, and a portion of a 25 ft sewer easement crossing the rear portion of said lot. Being the same property conveyed by Joint Ventures, Inc. (a one-half interest) to Premier Investment by deed dated August 16, 1977, recorded August 17, 1977 in Deed Book 1062 at page 747 and a portion of the property conveyed by Daniel L. Cunningham by deed recorded July 23, 1973 in Deed Book 979 at page 562. THE Derivation is as follows: Deed Book 1098, Page 577, From Joint Ventures, Inc., Et. al. dated 03/16/79.

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 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.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured hereby shall affect his respective obligations hereunder.

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

Diane Kirkpatrick

(Witness)

John de Carum

(Witness)

Larry W. Sanders

(L.S.)

Cheryl Sanders

(L.S.)