

REAL PROPERTY MORTGAGE BOOK 1496 614 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS ROBERT COLONEL BILLINGSLEY 107 BROOKDALE DRIVE GREENVILLE, SC 29607		MORTGAGEE: C.I.Y. FINANCIAL SERVICES, INC. ADDRESS: P.O. BOX 2423 GREENVILLE, SC 29602			
LOAN NUMBER 30014	DATE 02/27/80	DATE FIRST PAYMENT DUE 03/27/80	NUMBER OF PAYMENTS 48	DATE DUE EACH MONTH 27	DATE FIRST PAYMENT DUE 03/27/80
AMOUNT OF FIRST PAYMENT \$ 94.00	AMOUNT OF OTHER PAYMENTS \$ 94.00	TOTAL OF PAYMENTS \$ 4512.00	AMOUNT FINANCED \$ 3081.36		

FILED GREENVILLE CO. S.C. FEB 27 4 35 PM '80

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, Greenville County, **GREENVILLE**

All that piece, parcel or lot of land on the southeasterly side of Brookdale Avenue situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot #20, Block E, Fair Heights, as per plat thereof recorded in the RMC Office for Greenville County, South Carolina, in Plat Book F, page 257, and having, according to said plat, the following metes and bounds to wit: BEGINNING at an iron pin on the Southeasterly side of Brookdale Ave joint front corner Lots #19 and #20 and running thence S. 58-40 E. 150 feet to an iron pin, joint rear corner Lots #19 and #20; thence N. 31-20 E. 50 feet to an iron pin, joint rear corner Lots #20 and #21; thence N. 58-40 W. 150 feet to an iron pin on the Southeasterly side of Brookdale Avenue; thence along the Southeasterly side of Brookdale Avenue S. 31-20 W. 50 feet to an iron pin, the point of beginning. THE DERIVATION IS AS FOLLOWS: Deed Book 424, Page 31, From Raymond E. Foister dated: November 22, 1950.

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)

Robert Colonel Billingsley
(Mortgagor)

John D. Carum
(Witness)

CI 82-1024F (5-77) - SOUTH CAROLINA
FINANCIAL SERVICES

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