

## REAL PROPERTY MORTGAGE

BOOK 1513 PAGE 765 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS Walter A. Lyles GREENVILLE CO. S.C. Christine H. Lyles 40 Foxhall Road Greenville, S.C. 29605		FILED AUG 29 9 40 AM '80 BONNIE S. TANKERSLEY R.M.C.	MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606		
LOAN NUMBER 28238	DATE 8-22-80	DATE FINANCIAL CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION 8-28-80	NUMBER OF PAYMENTS 84	DATE DUE EACH MONTH 28	DATE FIRST PAYMENT DUE 9-28-80
AMOUNT OF FIRST PAYMENT \$ 156.00	AMOUNT OF OTHER PAYMENTS \$ 156.00	DATE FINAL PAYMENT DUE 8-28-87	TOTAL OF PAYMENTS \$ 13104.00	AMOUNT FINANCED \$ 7742.75	

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

The words "you" and "your" refer to Mortgagor. The words "I," "me" and "my" refer to all Mortgagors indebted on the note secured by this mortgage.

To secure payment of a note which I signed today promising to pay you the above Total of Payments and to secure all my other and future obligations to you, the Maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned grants, bargains, sells and releases to you the real estate described below and all present and future improvements on the real estate, which is located in South Carolina, County of Greenville.

All that certain piece, parcel or lot of land with the improvement thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northwest side of Foxhall Road, being all of Lot No. 273, and a portion of Lot No. 274, Section B of plat of Woodfield Subdivision, recorded in the RMC Office for Greenville County, S.C. in plat Book Z at page 121 and having according to said plat the following metes and bounds, to-wit:  
 Beginning at an iron pin on the northwest side of Foxhall Road, joint front corner of Lots 272 and 273; thence with the northwest side of said road S. 34-30 W. 88 feet to an iron pin; thence with a new line through Lot No. 274 W. 45-26 W. 188 feet to an iron pin in line of Lot No. 281; thence with the line of Lots 281 and 282 N. 51-37 E. 67.5 feet to an iron pin corner of Lot No. 272; thence with the line of said lot S. 55-37 E. 165.3 feet to the point of beginning. This being the same property conveyed to the Grantor by deed of Lillian C. Bass recorded in the RMC Office for Greenville County, S.C. in Deed Book 802 at page 571 recorded on July 26, 1966 at 4:31 p.m.

Derivation is as follows: Deed Book 1077, Page 263 James C. Shepherd, Jr., and Joyce D. Shepherd dated April 17, 1978. The Note secured by this mortgage for 225% terms this mortgage will become null and void.

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you on demand, will bear interest at the highest lawful rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as any other obligation secured by this mortgage.

If I am in default for failure to make a required payment for 10 days or more, you may send me a notice giving me 20 days to eliminate the default. If I do not eliminate the default in the manner stated in the notice, or if I eliminate the default after you send the notice but default on a future payment by failing to pay on schedule, or if my ability to repay my loan or the condition, value or protection of your rights in the collateral securing my loan is significantly impaired, then the full amount I owe, less any charges which you have not yet earned, will become due, if you desire, without your advising me.

I will pay all expenses you incur in enforcing any security interest, including reasonable attorney's fees as permitted by law.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

Each of the undersigned waives marital rights, homestead exemption and all other exemptions under South Carolina law.

This mortgage will extend, consolidate and renew any existing mortgage you hold against me on the real estate described above.

Signed, Sealed, and Delivered  
in the presence of

*Sandra A. Lyles*  
(Witness)  
*John R. Clegg Jr.*  
(Witness)



12-19249 (L-93) - SOUTH CAROLINA

*Walter A. Lyles*  
WALTER A. LYLES  
*Christine M. Lyles*  
CHRISTINE M. LYLES

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