

FILED  
 REAL PROPERTY MORTGAGE BOOK 1533 PAGE 526 ORIGINAL  
 FEB 25 1981  
 Donnie S. Tankersley  
 RMC

NAMES AND ADDRESSES OF ALL MORTGAGORS Bennie Lee Smith Bertha Mae Smith 21 Charlotte Street Greenville, S.C.		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 296060			
LOAN NUMBER 28460	DATE 2-17-81	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION 2-23-81	NUMBER OF PAYMENTS 84	DATE DUE EACH MONTH 23	DATE FIRST PAYMENT DUE 3-23-81
AMOUNT OF FIRST PAYMENT \$ 129.00	AMOUNT OF OTHER PAYMENTS \$ 129.00	DATE FINAL PAYMENT DUE 2-23-88	TOTAL OF PAYMENTS \$ 10836.00	AMOUNT FINANCED \$ 6312.46	

**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  
 All that piece, parcel or lot of land, situate, lying and being on the northern side of Charlotte Street, in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 7 of the Property of G. DeWitt Auld, plat of which is recorded in the RMC Office for Greenville County in Plat Book J, at page 211, said lot having such metes and bounds, as shown thereon. This is the identical property conveyed to the Grantor herein by deed of G. DeWitt Auld, dated October 1, 1947, recorded October 1, 1947, in the RMC Office for Greenville County in Deed Book 323, at page 79.

Derivation: Deed Book 1077, Page 153 Edgar E. Owens dated April 14, 1978.  
 ALSO KNOWN AS: 21 CHARLOTTE STREET, GREENVILLE, S.C.

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

*Charles H. Langford*  
 (Witness)  
*Paula C. Langford*  
 (Witness)

*Bennie Lee Smith* (L.S.)  
 BENNIE LEE SMITH  
*Bertha Mae Smith* (L.S.)  
 BERTHA MAE SMITH