

GREENVILLE CO. S. C.

Nov 8 3 47 PM '83 REAL PROPERTY MORTGAGE

ORIGINAL

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NAMES AND ADDRESSES OF ALL MORTGAGORS Danny Kaye Payne Juanita I Legan (formerly) Juanita I Legan Peters (now) 11 Low Hill Street Greenville, S.C. 29550		DONNIE S. STARNES R.M.C.		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B (Greenville, S.C.)	
DATE	11-7-83	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION	11-11-83	NUMBER OF PAYMENTS	120
DATE FIRST PAYMENT DUE	12-11-83	DATE FINAL PAYMENT DUE	11-11-93	DATE DUE EACH MONTH	11
AMOUNT OF FIRST PAYMENT	\$ 176.00	AMOUNT OF OTHER PAYMENTS	\$ 176.00	TOTAL OF PAYMENTS	\$ 21120.00
				AMOUNT FINANCED	\$ 10313.98

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

The words "you" and "your" refer to Mortgagee. 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 lot of land in Greenville Township, Greenville County, State of South Carolina, on the northeastern side of Low Hill Street, near the City of Greenville, being shown as Lot No. 7 on Plat of Augusta Road Hills made by Dalton & Neves in December 1940, recorded in the RMC Office for Greenville County in Plat Book M at Page 33, and according to a survey made by A. C. Crouch on October 1, 1947, is described as follows:

BEGINNING at an iron pin on the northeastern edge of Low Hill Street, and running thence along a line of Lot No. 8, N 48-05 E. 180 feet to a point; thence S. 41-55 E. 60 feet to a point, joint rear corner of Lots Nos. 5 and 7, thence along a line of Lot 6, S. 48-05 W. 180 feet to a point on the northeastern edge of Low Hill Street; thence along the northeastern edge of Low Hill Street, N. 41-55 W. 60 feet to the beginning corner, and being the same property conveyed by Laurence J. Starnes and Josephine Nan Starnes individually and as Executrix under the will of Nona Williams, Deceased, to Matron Odell Legan and Juanita I. Legan, by deed dated April 19, 1972, and recorded in said RMC Office in Deed Book 941 at Page 599. Derivation: Deed Book 972, Page 564 Matron Odell Legan dated April 11, 1973 Also known as 11 Low Hill Street Greenville, S.C.

If I pay the note secured by this mortgage according to its 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

H. McClenahan
(Witness)
Walter J. Tate Jr.
(Witness)

Danny Kaye Payne (LS.)
DANNY KAYE PAYNE
Juanita I Legan (LS.)
JUANITA I LEGAN (formerly)
Juanita I Legan Peters
JUANITA I LEGAN PETERS (now)

CIT FINANCIAL SERVICES
82-1024 G (1-78) - SOUTH CAROLINA

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