

REAL PROPERTY MORTGAGE

VOL 1678 PAGE 216

NAMES AND ADDRESSES OF ALL MORTGAGORS James Olin Simmons Betty C. Simmons 513 Poinsettia Drive Simpsonville, S.C. 29681			MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606		
LOAN NUMBER 29859	DATE 8-17-84	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF EXECUTION 8-22-84	NUMBER OF PAYMENTS 180	DATE DUE EACH MONTH 22	DATE FIRST PAYMENT DUE 9-22-84
AMOUNT OF FIRST PAYMENT \$ 535.00	AMOUNT OF OTHER PAYMENTS \$ 535.00	DATE FINAL PAYMENT DUE 8-22-99	TOTAL OF PAYMENTS \$ 96300.00	AMOUNT FINANCED \$ 35993.62	

THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$ 100,000.00

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.

MORTGAGE OF REAL ESTATE

To secure payment of a note which I signed today promising to pay you the above Amount Financed together with a finance charge 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 being known and designated as Lot No. 120, Section III, of Subdivision known as POINSETTIA, said Subdivision being situated within the corporate limits of the Town of Simpsonville, plat of said Subdivision being recorded in the REC Office for Greenville County in Plat Book PPP at page 141.

A more particular description of said above numbered lot may be had by reference to said plat. The above numbered lot was conveyed to the grantor by deed recorded in the REC Office for Greenville County in Deed Volume 382 at page 290. This conveyance is made subject to the restrictive and protective covenants affecting Section III of Subdivision known as POINSETTIA said Restrictive and Protective covenants being recorded in the REC Office for Greenville County in Deed Volume 852 at page 541.

Derivation: Deed Book 952, Page 397 WALTER M GRUZA and DEANNA M GRUZA dated August 21, 1972. Also known as 513 Poinsettia Drive, Simpsonville, S.C. 29681

PAYMENT OF OBLIGATIONS

If I pay the note secured by this mortgage according to its terms this mortgage will become null and void.

TAXES - LIENS - INSURANCE

I will pay all taxes, fees, assessments, obligations, encumbrances and any other charges against the real estate, whether superior or inferior to the lien of this mortgage, and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, fee, 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 a finance charge at the rate set forth on the note then secured by this mortgage, if permitted by law, if not, 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.

DEFAULT

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 entire unpaid amount financed and accrued and unpaid finance charge, 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.

EXTENSIONS AND MODIFICATIONS

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.

WAIVER OF EXEMPTIONS

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

21801

[Signature]
Witness
[Signature]
Witness

[Signature] (L.S.)
JAMES OLIN SIMMONS
[Signature] (L.S.)
BETTY C. SIMMONS

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