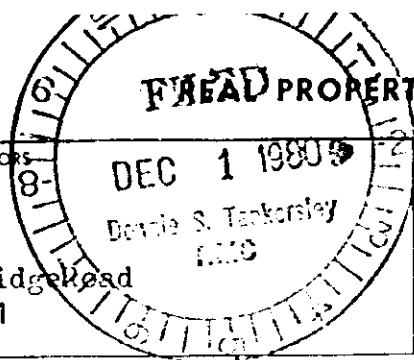


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ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS Fred Sullivan Ella S. Sullivan Route 13 Staunton Bridge Road Greenville, S.C. 29611		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606			
LOAN NUMBER 28368	DATE 11-21-80	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION 11-28-80	NUMBER OF PAYMENTS 64	DATE DUE EACH MONTH 28	DATE FIRST PAYMENT DUE 12-28-80
AMOUNT OF FIRST PAYMENT \$ 111.00	AMOUNT OF OTHER PAYMENTS \$ 111.00	DATE FINAL PAYMENT DUE 11-28-87	TOTAL OF PAYMENTS \$ 9324.00	AMOUNT FINANCED \$ 5431.65	

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 piece, parcel or lot of land with the buildings and improvements thereon, lying, being and situate in the State of South Carolina, County of Greenville, Gantt Township, on the Southeast side of Staunton Bridge Road, and the North side of Carolina Street, being known and designated as the greater portion of Lot No. 3, as shown on plat of Oxford Estates, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book W, at Page 158, and having according to a more recent plat made by Campbell & Clarkson, June, 1969, and recorded in the IMC Office for Greenville County, South Carolina in Plat Book 48, Page 121, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Staunton Bridge Road in the line of Lot No. 3, which is also the Northwest corner of the lot being described, and runs thence S 72-11 E, 65 feet to an iron pin; thence S 79-17 E, 97.1 feet to an iron pin; thence S 17-49 W, 82 feet to an iron pin on the North side of Carolina Street; thence with the curve of Carolina Street and Staunton Bridge Road, the chord being N 29-41 W, 33.8 feet to an iron pin on Staunton Bridge Road; thence along Staunton Bridge Road, N 17-49 E, 59.1 feet to the beginning corner.

This conveyance is SUBJECT to all restrictions, set back lines, roadways, easements and 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

David S. Tankersley
(Witness)
John A. [Signature]
(Witness)

Fred Sullivan (L.S.)
Ella S. Sullivan (L.S.)

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