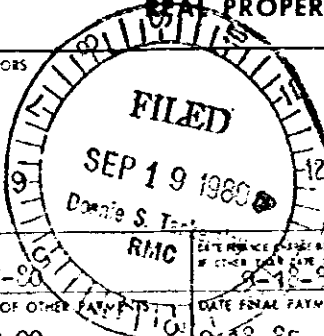


NAMES AND ADDRESSES OF ALL MORTGAGORS Leland Martin Hildred Martin Route 7 Oneal Road Greer, S.C. 29551		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606	
LOAN NUMBER 28272	DATE 9-15-80	DATE FIRST PAYMENT DUE 10-18-80	DATE FIRST PAYMENT DUE 10-18-80
AMOUNT OF FIRST PAYMENT \$ 130.00	AMOUNT OF OTHER PAYMENTS \$ 130.00	TOTAL OF PAYMENTS \$ 2800.00	AMOUNT FINANCED \$ 5119.44



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 of 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 situate, lying and being in the State and County aforesaid, Oneal Township, lying on the western side of Greer-Oneal Road (which is an extension of Memorial Drive), and being a part of tract No. as shown on Plat of Property of John M. Greer and Frances Jane Greer Estates, said plat made by H.S. Brockman, Surveyor, and recorded in the Office of the R.M.C. for Greenville County in Plat Book "W" at page 67, and is further identified as the being a part of the same land conveyed to us by two deeds recorded in the said RMC office in Deed Book 422 at page 244 and Deed Book 447 at page 35, and having the following courses and distances, to-wit:

BEGINNING on a nail and cap in the center of the said Greer-Oneal Road, joint corner of tract Nos. 3 and 4 as shown on said plat, and runs thence with the common line of these two lots N. 79-35 W. 23.5 feet to an iron pin in a driveway, then continuing with the same course for a total distance of 150 feet to an iron pin on the said line; thence with the said driveway s. 41-25 W. 70ft. to a nail and cap in the said driveway; thence S. 29-35 W. 41.7 ft. to an iron pin on the eastern margin of the said driveway; thence S. 29-25 E. 211 ft. to a nail and cap in the said Greer-Oneal Road (iron pin back on line on the western side of the road); thence with the said road N. 4-25 E. 100 feet to the beginning corner.

Derivation: Deed Book 753, Page 61, Thomas Martin, et. al dated July 14, 1964.

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.

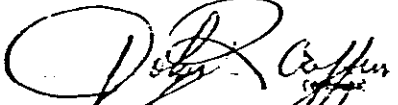
I will pay all expenses you incur in enforcing any security interest, including reasonable attorney's fees as permitted by law.



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


 Donnie S. Taylor
 (Witness)

 (L.S.)
 LELAND MARTIN
 (L.S.)
 HILDRED MARTIN