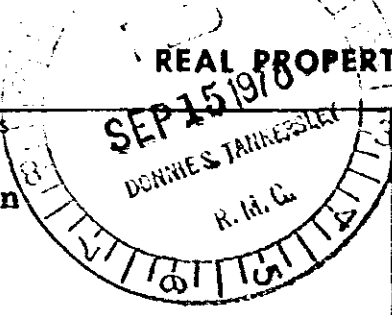


NAMES AND ADDRESSES OF ALL MORTGAGORS James W. Bullington Elizabeth M. Bullington 320 Elizabeth Drive Greenville, SC 29607		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane PO Box 5758 Station B Greenville, SC 29606			
LOAN NUMBER 27262	DATE 9-13-78	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OVER THE DATE OF TRANSACTION 9-13-78	NUMBER OF PAYMENTS 96	DATE DUE EACH MONTH 13	DATE FIRST PAYMENT DUE 10-13-78
AMOUNT OF FIRST PAYMENT \$ 154.00	AMOUNT OF OTHER PAYMENTS \$ 154.00	DATE FINAL PAYMENT DUE 9-13-86	TOTAL OF PAYMENTS \$ 14784.00	AMOUNT FINANCED \$ 8311.40	



THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$25,000

NOW, KNOW ALL MEN, that Mortgagor (all, if more than one), to secure payment of a Promissory Note of even date from Mortgagor to the above named Mortgagee in the above Total of Payments and all future and other obligations of Mortgagor 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 in the County of Greenville, State of South Carolina, situate, lying and being on the southwestern side of Elizabeth Drive and being known and designated as Lot No. 380 on a plat of CHEROKEE FOREST Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "EE" at Pages 78 and 79 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This conveyance is subject to all restrictions, setbacks, lines, roadways, zoning ordinances, easements, and rights-of-way appearing on the property and/or of record.

This is the same property conveyed to the Grantor herein by deed recorded in the R.M.C. Office for Greenville County in Deed Book 862 at Page 342.

TO HAVE AND TO HOLD all and singular the real estate described above unto said Mortgagee, its successors and assigns forever.

This is the same property conveyed to James W. Bullington and Elizabeth M. Bullington by Jane M. Kunkel and Robert M. Kunkel, Recorded Date 8-19-63.

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 the indebtedness as herein before provided.

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.

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

Gay W. Cop
(Witness)
Sandra Taylor
(Witness)

James W. Bullington (L.S.)
James W. Bullington
Elizabeth M. Bullington (L.S.)
Elizabeth M. Bullington

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