

BOOK 1519 PAGE 536 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS Charles R. Paxton Frances D. Paxton 3 Duvernet Drive 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 28301	DATE 10-3-80	DATE FINANCIAL CHARGE BEGINS TO ACCRUE 10-9-80	NUMBER OF PAYMENTS 96	DATE DUE EACH MONTH	DATE FIRST PAYMENT DUE 11-9-80
AMOUNT OF FIRST PAYMENT \$ 178.00	AMOUNT OF OTHER PAYMENTS \$ 178.00	DATE FINAL PAYMENT DUE 10-9-80	TOTAL OF PAYMENTS \$ 17088.00	AMOUNT FINANCED \$ 9024.90	

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 all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near Greenville, South Carolina, being known and designated as Lot No. 38 on Plat of Section A of Mansfield Park made by Piedmont Engineering Service, December, 1960, revised June, 1962, recorded in the R.M.C. Office for Greenville County in Plat Book xx, page 53.

As a part of the consideration hereof, the grantees agree to assume and pay, according to its terms, that certain note and mortgage to Onondaga County Savings Bank, Syracuse, New York, c/o Carolina National Mortgage Investment Co., Inc., 100 Broad Street, Charleston, South Carolina, recorded in Mortgages Vol. 1051, at page 601, the principal balance of which is 13,452.50.

Derivation is as follows: Deed Book 848, Page 108, from Walter B. Meaders dated 7/9/68.

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.

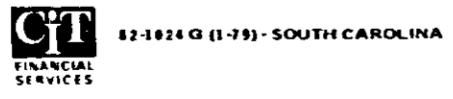
This mortgage will extend, consolidate and renew any existing mortgage you hold against me on the real estate described above.

Signed, Sealed, and Delivered
in the presence of

Sandra A. Sykes (Witness)
John R. [Signature] (Witness)

Charles R. Paxton (L.S.)
CHARLES R. PAXTON

Frances D. Paxton (L.S.)
FRANCES D. PAXTON



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