



NAMES AND ADDRESSES OF ALL MORTGAGORS Raymond E. Potter, Jr. Andrea W. Potter Shady Lane Taylors, South Carolina		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O.Box 5758 Station B Greenville, S.C. 29606	
LOAN NUMBER	DATE	DATE FIRST PAYMENT DUE	DATE FINAL PAYMENT DUE
28335	10-27-80	11-30-80	10-31-88
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	TOTAL OF PAYMENTS	AMOUNT FINANCED
\$ 330.00	\$ 330.00	\$ 31680.00	\$ 18389.11

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 piece, parcel or lot of land situate, lying and being on the northern side of Shady Lane near the Town of Greer, County of Greenville, State of South Carolina, and shown as a portion of the Estate of James Buford Bowers by plat prepared March, 1969, by Terry T. Dill, and having, according to said plat, the following netes and bounds, to-wit:

Beginning at an iron pin on the northern side of Shady Lane which iron pin is 848 feet southwest from the center line of Skyline Drive; running thence with the northern side of Shady Lane, S.67-39 E. 159.5 feet to an iron pin in the line of other property of the Estate of J. B. Bowers; running thence with the joine lint of said property, N.22-25 W. 181.3 feet to an iron pin in the line of property of Groveland Dell; running thence N.37-00 E. 184.3 feet to an iron pin; running thence S.22-21 E. 275 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadway, zoning ordinances, easements and rights-of-way appearing on the property and/or of record. Thi is the same property as that conveyed to the Grantors herein by deed recorded in the RMC Office for Greenville County in Deed Book 872 at Page 399. Derivation: Deed Book 1015, Page 51 Ella
 If I pay the note secured by this mortgage according to its terms this mortgage will become null and void.
 Mae Cantrell and Ruth Suddeth dated February 27, 1975.

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 Ann Simpson
 (Witness)
John R. Coffin
 (Witness)

Raymond E. Potter, Jr. (LS.)
 RAYMOND E. POTTER, JR.
Andrea W. Potter (LS.)
 ANDREA W. POTTER