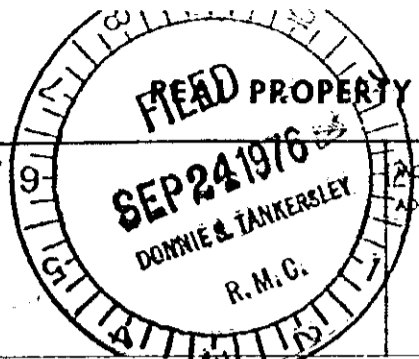


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ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS Frank Gray Marjorie Gray 101 Freestone Street Greenville, S.C.		MORTGAGEE: CLT. FINANCIAL SERVICES ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606			
LOAN NUMBER	DATE	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION	NUMBER OF PAYMENTS	DATE DUE EACH MONTH	DATE FIRST PAYMENT DUE
	09-23-76	09-29-76	60	13	11-13-76
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	TOTAL OF PAYMENTS	AMOUNT FINANCED	
\$ 104.00	\$ 104.00	09-29-81	\$ 6240.00	\$ 4554.75	

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 situate, lying and being at the Northwestern corner of the intersection of Freestone Street, and Dresden Avenue near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 11 of a subdivision known as Glendale Heights addition, plat of which is recorded in the RMC Office for Greenville County in Plat Book "QQ" at Page 13; said lot having such metes and bounds as shown thereon.

This being the same property conveyed to Frank Gray and Marjorie Gray by George W. Teens, Jr by Deed Dated 10th Day of March 1971 and recorded in the R.M.C Office for Greenville County, recorded on 11th Day of March, 1971 in Deed Book 910 at Page 374.

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

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 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 insurance in Mortgagee's own name, and such payments and expenditures for insurance 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.

Upon any default, all obligations of Mortgagor to Mortgagee shall become due, at the option of Mortgagee, without notice or demand.

Mortgagor agrees in case of foreclosure of this mortgage to pay a reasonable attorney's fee as determined by the court in which suit is filed and any court costs which shall be secured by this mortgage and included in judgment of foreclosure.

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

Rebecca Duwall (Witness)
John R. Coffin Jr (Witness)

Frank Gray (LS)
Marjorie Gray (LS)

4328 RV-23