

REAL PROPERTY MORTGAGE

VI 1477 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS TROY C. DAVIS 1703 BAYVIEW TROY 23, S.C. GREENVILLE, S.C. 29613		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC ADDRESS: WERSLEY GREENVILLE, S.C.			
LOAN NUMBER	DATE	DATE FINANCE CHARGE BEGINS TO ACCRUE IF MORE THAN DAYS OF TRANSACTION	NUMBER OF PAYMENTS	DATE DUE EACH MONTH	DATE FIRST PAYMENT DUE
88745	08/22/79	08/22/79	120	24	08/22/79
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	TOTAL OF PAYMENTS	AMOUNT FINANCED	
\$ 200.00	\$ 200.00	08/24/79	\$ 24,000.00	\$ 24,000.00	

THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$50,000

NOW, KNOW ALL MEN, that the undersigned (all, if more than one), to secure payment of a Promissory Note of even date from one or more of the above named Mortgagors to the above named Mortgagee in the above Total of Payments and all future and other obligations of one or more of the above named Mortgagors 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 certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the easterly side of S.C. Highway No. 20 (formerly U.S. Highway No. 29) near the City of Greenville, County of Greenville, State of South Carolina, being designated as Lot No. 14 on plat of the property of Troy C. Davis and Mrs. Francis B. Davis as recorded in the Tax Office for Greenville County, S.C. in Plat Book 9, page 69, and having according to said plat the following metes and bounds to-wit; BEGINNING at an iron pin on the easterly side of S.C. Highway No. 20, joint front corner of Lots 14 and 15, and running thence along the common line of said lots 176-30 E 545 feet to an iron pin in the center line of a right-of-way of S.C. R.R. Division of Southern Railway; thence along the center line of said right-of-way 34-35 N 85 feet to an iron pin, joint rear corner of Lots 13 and 14; thence along the common line of said lots N 80-30 W 144.9 feet to an iron pin on the easterly side of S.C. Highway No. 20; thence along the easterly side of said Highway N 4-30 E 375 feet to an iron pin, the point of being TO HAVE AND TO HOLD all and singular the real estate described above unto said Mortgagee, its successors and assigns forever. The above described property is subject to the railroad right-of-way and S.C. R.R. Division of Southern Railway as shown on the afore-mentioned recorded plat.

If Mortgagee shall fully pay according to its terms the indebtedness hereby secured then this mortgage shall become null and void. THE DERIVATION IS AS FOLLOWS: Deed book 770, Page 449, From Philip M. Brownstein dated 4/6/65. Mortgagee agrees to pay all taxes, liens, assessments, obligations, prior encumbrances, and any charges whatsoever against the above described real estate as they become due. Mortgagee also agrees to maintain insurance in such form and amount as may be satisfactory to Mortgagee in Mortgagee's favor.

If Mortgagee 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 Mortgagee 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. Mortgagee agrees to pay all expenses incurred in realizing on any security interest including reasonable attorney's fees as permitted by law.

Mortgagor and Mortgagee'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.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured hereby shall affect his respective obligations hereunder.

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

Diane Kirkpatrick (Witness)
 W. McCleno (Witness)

Lawrence P. Dyer (LS)
 Janie Dyer (LS)

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