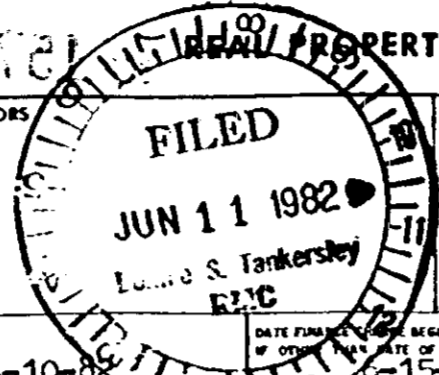


NAMES AND ADDRESSES OF ALL MORTGAGORS Edward B. Reed Joann Hampton Reed 19 Terramont Drive Greenville, S.C.		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606			
LOAN NUMBER	DATE	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION	NUMBER OF PAYMENTS	DATE DUE EACH MONTH	DATE FIRST PAYMENT DUE
29100	6-10-82	6-15-82	120	15	7-15-82
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	TOTAL OF PAYMENTS	AMOUNT FINANCED	
\$ 365.00	\$ 365.00	6-15-82	\$ 43800.00	\$ 20256.94	



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 of 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 lot of land situate on the Southwest side of Terramont Circle, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 1, Section 1 on plat of Terra Pines Estates, made by Piedmont Engineering Service, December, 1958 revised through March, 1966, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book PPP, Pages 18 and 19, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Terramont Circle at the joint front corner of Lots 1 and 1-A and runs thence along the line of Lot 1-A, S. 76-54 W. 235.6 feet to an iron pin; thence N. 16-12 W; 160.7 feet to an iron pin; thence along the line of Lot 2 N. 68-04 E. 248.4 feet to an iron pin on the Southwest side of Terramont Circle; thence with the curve of Terramont Circle (the chord being S. 15-33 E. 130 feet) to an iron pin; thence still along Terramont Circle, S. 8-17 E. 69 feet to the beginning cornr. This lot was conveyed to me by deed of Jerry T. Steele, dated August 24, 1970, recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 897 at Page 191.

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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.

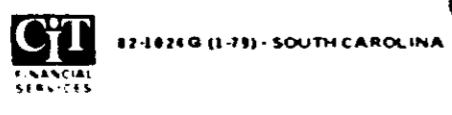
GCTO 1 JUN 11 82 101

Signed, Sealed, and Delivered in the presence of

[Signature]
(Witness)
[Signature]
(Witness)

x *[Signature]* (LS.)
EDWARD B. REED
[Signature] (LS.)
JOANN HAMPTON REED

(CONTINUED ON NEXT PAGE)



4328 RV-2