620 Newport Center Drive Suite 200 Newport Beach, California 300 1553 4411 92660

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE () 52 AH 181

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

whereas. Frank E. Brunyanaky

(hereinafter referred to as Mortgagor) is well and truly indebted unto Avco Investment Corp., a California

Corporation (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Sixty-two Thousand Six Hundred and 02/100 ------Dollar (62,600.02 ! due and payable as provided in the terms of the promissory note of even date, said terms are incorporated herein by reference whateverence whateverence whateverence where the promissory resembles were and the promise where the prom

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

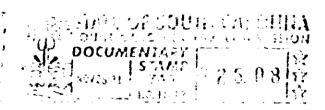
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

ALL that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the eastern side of Trenton Lane in Greenville County, South Carolina being known and designated as Lot No. 248 as shown on a plat entitled CANEBRAKE, SECTION II, SHEET 2, made by Arbor Engineering, Inc. dated June, 1979, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-C at Page 41, reference to said plat is hereby craved for the metes and bounds thereof.

The above property is the same property conveyed to the mortgagor by deed of Rosamond Enterprises, Inc. to be recorded herewith.

Mortgagor hereby acknowledges that the indebtedness evidenced hereby was granted because of Mortgagor's employment with Avco Corporation, or any of its subsidiaries, and Mortgagor understands and agrees that, in addition to the other rights of acceleration contained in the Note and Mortgage, Mortgagee has the right to declare the total unpaid balance hereof to be due and forthwith payable upon ninety (90) days written notice in the event that Mortgagor ceases to occupy, as his primary residence, the real property described in the Mortgage securing the promissory note, retires, or ceases to be employed by Avco Corporation, or any of its subsidiaries, voluntarily or involuntarily.

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by Mortgagor, the operation of Law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder thereof and with demand or notice shall immediately become due and payable,



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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