| FREB CISSON, JR. JO ANN CISSON 400 WESTCLIFFE WAY | OLLIE FARNSWORTH | CIT FINANCIAL 10 W. STONE AV | SERVICES, CORP. |
|---|------------------------------------|------------------------------|-----------------|
| GREENVILLE, S. C. | AMOUNT OF MORTGADE FAIL 20,040,000 | GREENVILLE, S. | |

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$78,800,000 25,000.00

NOW, KNOW ALL MEN, that Mortgagor (all, if more than one), to secure payment of a Pichissory Note of even date from Mortgagor to Universal CLT. Credit.

Company (hereafter "Mortgagee") in the above Total of Payments and all future advances from Nortgagee to Mortgagor, 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 GREENVILLE, S. C. together with all improvements thereon situated in South Carolina, County of........

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH ALL IMPROVEMENTS THEPEON, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, NEAR THE CITY OF GREENVILLE, IN THE BEREA COMMUNITY, AND BEING KNOWN AND DESIGNATED AS LOT 65 OF A SUBDIVISION KNOWN AS WESTCLIFFE, SHOWN ON PLAT RECORDED IN PLAT BOOK "YY", AT PAGES 168 AND 169, AND HAVING, ACCORDING TO BAID PLAT, SUCH METES AND BOUNDS AS SHOWN THEREON.

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

If the 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, assessments and charges against the above-described premises.

Mortgagor also agrees to maintain insurance in such form and amount as may be satisfactory to the Mortgagee in Mortgagee's favor, and in default thereof Mortgagee may, but is not obligated to, effect said insurance in its own name.

Any amount which Mortgagee may expend to discharge any tax, Hen, assessment, obligation, covenant, insurance premium, prior mortgage or any charge whatsoever in connection with the above described real estate shall be an additional lien secured by this mortgage with interest at the highest lawful rate if not prohibited by law, and may be enforced and collected in the same manner as the debt hereby secured.

All obligations of Mortgagor to Mortgagoe shall become due, at the option of Mortgagoe, without notice or demand, upon any default.

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 casts which shall be secured by this martgage 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, we have set our hands and seals the day and year first above written.

Signed, Sealed, and Delivered in the presence of

ANN CISSON

82-10248 (6-70) - SOUTH CAROLINA