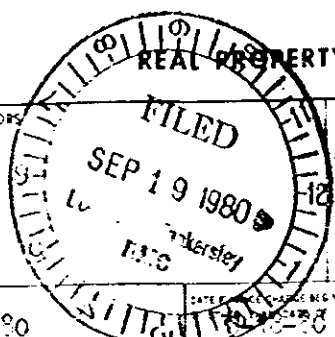


NAMES AND ADDRESSES OF ALL MORTGAGORS Willie Lee Sitton Juanita S. Sitton 724 Crestfield Road Greenville, S.C. 29605		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606			
LOAN NUMBER 28271	DATE 9-12-80	DATE THIS MORTGAGE BEGINS TO ACCRUE INTEREST 9-12-80	NUMBER OF PAYMENTS 120	DATE DUE EACH MONTH 18	DATE FIRST PAYMENT DUE 10-12-80
AMOUNT OF FIRST PAYMENT \$ 225.00	AMOUNT OF OTHER PAYMENTS \$ 225.00	DATE FINAL PAYMENT DUE 9-12-90	TOTAL OF PAYMENTS \$ 27000.00	AMOUNT FINANCED \$ 13185.48	



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 at 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 certain lot of land lying in the State of South Carolina, County of Greenville Gantt Township, lying at the northeastern corner of the intersection of Crestfield Road and Uneeda Drive, shown as Lot 6 on a plat entitles "Portion of Sherman Park, Property of Bobby G. Sexton, also known as Plat No. 1 of Sherman Park", prepared by Robert Jordan, R.L.S., January 31, 1969, recorded in the R.M.C. Office for Greenville County in Plat Book 4A at page 33, and having the following courses and distances: BEGINNING at an iron pin on the northern side of Crestfield Road at the joint corners of lots 5 and 6 and running thence along Crestfield Road, N. 66-49 W. 125 feet to an iron pin at the intersection of Crestfield Road and Uneeda Drive; thence along the intersection of Crestfield Road and Uneeds Drive N. 53-45 W. 25.4 feet to an iron pin on the eastern side of Uneeds Drive; thence along the eastern side of Uneeds Drive, N. 5-41 E. 201-8 feet to an iron pin; thence N. 85-44 E. 40 feet to an iron pin at the corner of Lot 5; thence along the line of Lot 5, S. 23-58 E. 185.5 feet to an iron pin, the point of beginning. Being the same property conveyed to Bobby G. Sexton by J. W. Sexton by deed recorded in Deed Book 860 at page 600.

Derivation: Deed Book 877, Page 385, Bobby G. Sexton dated October 13, 1969.

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, fees, 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, fee, 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.

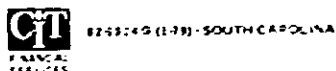
Each of the undersigned waives marital rights, homestead exemption and all other exemptions under South Carolina law.

This mortgage will extend, consolidate and renew any existing mortgage you hold against me on the real estate described above.

Signed, Sealed, and Delivered
in the presence of

Andra A. Lujan
(Witness)
John Coffey
(Witness)

Willie Lee Sitton (S)
Willie Lee Sitton
Juanita S. Sitton (S)
Juanita S. Sitton



4328 RV.2