STATE OF SOUTH CAROLINA)
COUNTY OF)

WHEREAS, Lewis Ronald [illegible]

(hereinafter referred to as Mortgagor) is indebted to the Mortgagee [illegible] C.I.T. [illegible], Inc.

(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 [illegible] Dollars ($ [illegible]) which note provides for payment in [illegible] Sixty monthly installments of One Hundred Twenty-six and no/100 ($126.00) Dollars, beginning August 11, 1969, with final payment on the July 11, 1974.

WHEREAS, the Mortgagor may hereafter become indebted to the 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 purpose; and

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and to secure the Mortgagee for any further loans, advances, readvances or credit that may be made hereafter to the Mortgagor by the Mortgagee, at the option of the Mortgagee, and also in consideration of the further sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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 Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, in Greenville Township, Greenville, [illegible] and being known and designated as Tract No. 2 of the Richard Davis Estate as shown on a subdivision and plat of same made by Dalton & Neeves, Engineers, Pelzer, S.C., and recorded in the R. M. C. Office for Greenville County in Plat Book [illegible] at Page [illegible], and containing 23 acres, more or less, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in the middle of [illegible] at the corner of Tract No. 1 of Richard Davis Estate, [illegible] along the line of Tract No. 1 S 85-30 E 1250 feet to an iron pin in the line of Tract No. 1; thence S 10-0 W 770 feet crossing Stilbone Creek [illegible] to a stake, thence N 71-0 W 238 feet to an iron pin; thence S 41-30 W [illegible] feet to a stake in the line of Tract No. 3 of Richard Davis Estate; thence with the line of Tract No. 3 along the following courses and distances, N 86-0 W 325 feet to a stone; N 76-0 W 325 feet N 1-45 E crossing Stilbone Branch 250 feet to a stake; N 76-0 W 325 feet to a stake; N 52-0 E 660 feet to an iron pin in the line of Tract No. 3 of Richard Davis Estate near the road hereinabove referred to; thence N 40-10 E (the chord of which distance along said road is [illegible] feet) to the beginning corner.

Less in saving however the following lots and tracts: 1-A tract of land containing .5 acres conveyed by Deed dated December 12, 1951 and recorded in the R. M. C. Office for Greenville County in Deed Book 445 at Page 464. 2-A 50-ft. strip previously conveyed to Greenville County by Deed recorded in the R. M. C. Office for Greenville County in Deed Book 716 at Page 59. 3-A lot conveyed to the School District of Greenville County by Deed dated May 27, 1970 and recorded in the R. M. C. Office for Greenville County in Deed Book [illegible] at Page 124. 4-A 25-ft. strip conveyed to Greenville County by Deed dated May 27, 1970 and recorded in the R. M. C. Office for Greenville County in Deed Book [illegible] at Page 520. 5-A lot conveyed to B.F.M., Inc. by

(Continued 1 line)

Together with all and singular rights, members, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining, and all of the rents, issues and profits which may arise or be had from the premises; it being the intention of the parties hereto that all fixtures now or hereafter attached to the premises shall be deemed to be and remain a part of the real estate and property conveyed hereby whether the same are actually affixed thereto or not.

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 lawful authority to convey the same as aforesaid, that the premises are free and clear of all liens and encumbrances except as provided herein, and that the Mortgagor will forever warrant and defend the said premises unto the Mortgagee as aforesaid, 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 for any other purpose authorized by the terms of this mortgage, or otherwise by the Mortgagee, and also for any further loans, advances, readvances or credit that may be made hereafter to the Mortgagor by the Mortgagee, at the option of the Mortgagee, when evidenced by a promissory note or notes stating that said note or notes are secured hereby. All sums so advanced shall bear interest at the same rate as the principal debt and shall be payable on demand or, if no demand is made, as provided by the terms of the note.

(2) That should any of the improvements now or hereafter erected on the mortgaged property insured or to be insured from time to time [illegible] against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee, and that all policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee, and that in event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee; and that the Mortgagee may, at its option, procure said insurance from time to time and all expenses incurred by the Mortgagee for insurance, taxes or public assessments, repairs or other purposes pursuant to the covenants herein contained, with interest thereon, shall become so much additional indebtedness secured by this mortgage and may be added to the amount due under the note secured hereby, and the Mortgagee may, at its option, make payments for any of the aforesaid purposes from time to time without demand on the Mortgagor, and the receipt of the Mortgagee therefor shall be conclusive between the Mortgagor and the Mortgagee as to the propriety and amount thereof. Failure to maintain such insurance shall be a default hereunder, and in the event of a foreclosure sale that is made subject to the rights of any tenants in possession, the Mortgagee may, at its option, procure such insurance for the protection of its interest.

Deed dated April 27, 1970, and recorded in the R. M. C. Office for Greenville County in Deed Book 947 at Page 214.

It is the intention of the Mortgagor herein to convey all of the [illegible] property conveyed to the Mortgagor by deed of [illegible] and recorded in the R. M. C. Office for Greenville County in Deed Book [illegible] at Page [illegible], and all of the property conveyed to the Mortgagor by deed of [illegible] and recorded in the R. M. C. Office for Greenville County in Deed Book [illegible] at Page [illegible].

4328 RV.2