

REAL PROPERTY MORTGAGE

VOL 1402 PAGE 337 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS: DONALD D. MC GIVLEY BERTIE MC GIVLEY 203 Wayman Smith Rd. Greer, SC 29656		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: P.O. Box 2423 Greenville, SC 29602			
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
29119	04/05/79		72	10/05/79	05/10/79
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	TOTAL OF PAYMENTS	AMOUNT FINANCED	
\$ 200.00	\$ 200.00	04/10/85	\$ 14400.00	\$ 9220.06	

THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$25,000

NOW, KNOW ALL MEN, that Mortgagor (all, if more than one), to secure payment of a Promissory Note of even date from Mortgagor to the above named Mortgagee in the above Total of Payments and all future and other obligations of Mortgagor to Mortgagee, 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, together with all present and future improvements

thereon, situated in South Carolina, County of Greenville. All that piece parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, near Pleasant Grove Church and School on the East Side of the J. Waymon Smith Road, and being all of lot No. four (4) as shown on plat of the said J. Waymon Smith property, prepared by H.S. Brockman, Surveyor, June 21, 1948, and amended June 11th and July 1944, and having the following courses and adistance less one acre, as follows: BEGINNING at iron pin on the east side of J. Waymon Smith Road, joint front corner of lots Nos 4 and 5; thence N 46-47E one hundred ninety and five one hundredths (190.95) feet to iron pin; thence N 39-38 one Hundred (100) feet to iron pin; thence S 48-47W one hundred ninety-one and fifty-three one hundredths (191.53) feet to iron pin on the east side of said road, thence therewith S 4000 East one Hundred (100) feet to the beginning corner and being the same conveyed to the grantors by deed of J. Waymon Smith July 31, 1956 and recorded in PNC office, Vol. 558 at page 400. Derivation is as follows: Deed Book 766, Page 178 - Carl Duncan and Estelle R. Duncan 1/23/65.

If Mortgagor shall fully pay according to its terms the indebtedness hereby secured then this mortgage shall become null and void.

Mortgagor agrees to pay the indebtedness as herein before provided.

Mortgagor agrees to pay all taxes, liens, assessments, obligations, prior encumbrances, and any charges whatsoever against the above described real estate as they become due. Mortgagor also agrees to maintain insurance in such form and amount as may be satisfactory to Mortgagee in Mortgagee's favor.

If Mortgagor fails to make any of the above mentioned payments or fails to maintain satisfactory insurance, Mortgagee may, but is not obligated to, make such payments or effect such insurance in Mortgagee's own name, and such payments and such expenditures for insurance shall be due and payable to Mortgagee on demand, shall bear interest at the highest lawful rate if not prohibited by law, shall be a lien hereunder on the above described real estate, and may be enforced and collected in the same manner as the other debt hereby secured.

After Mortgagor has been in default for failure to make a required instalment for 10 days or more, Mortgagee may give notice to Mortgagor of his right to cure such default within 20 days after such notice is sent. If Mortgagor shall fail to cure such default in the manner stated in such notice, or if Mortgagor cures the default after such notice is sent but defaults with respect to a future instalment by failing to make payment when due, or if the prospect of payment, performance, or realization of collateral is significantly impaired, the entire balance, less credit for unearned charges, shall, at the option of Mortgagee, become due and payable, without notice or demand. Mortgagor agrees to pay all expenses incurred in realizing on any security interest including reasonable attorney's fees as permitted by law.

Mortgagor and Mortgagor's spouse hereby waive all marital rights, homestead exemption and any other exemption under South Carolina law.

This mortgage shall extend, consolidate and renew any existing mortgage held by Mortgagee against Mortgagor on the above described real estate.

In Witness Whereof, (I-we) have set (my-our) hand(s) and seal(s) the day and year first above written.

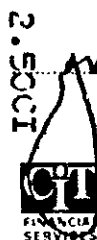
Signed, Sealed, and Delivered
in the presence of

Diane Kirkpatrick
(Witness)

Donald D. McGivley (LS.)

[Signature]
(Witness)

Bertie McGivley (LS.)



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