

1028 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS Ruth S. Williams 310 Potomac Avenue Greenville, S.C.		MORTGAGEE: CIT FINANCIAL SERVICES, INC. ADDRESS: 146 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606	
LOAN NUMBER 2902	DATE 12-12-80	DATE FIRST PAYMENT DUE 1-17-81	DATE FINAL PAYMENT DUE 12-17-89
AMOUNT OF FIRST PAYMENT \$ 102.00	AMOUNT OF OTHER PAYMENTS \$ 102.00	TOTAL OF PAYMENTS \$ 11016.00	AMOUNT FINANCED \$ 5438.01

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$50,000

NOW, KNOW ALL MEN, that the undersigned (all 4 more than one), to secure payment of a Promissory Note of even date from one or more of the above named Mortgagors to the above named Mortgagee in the above Total of Payments and all future and other obligations of one or more of the above named Mortgagors to Mortgagee, the Maximum Outstanding of 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 certain piece, parcel, or lot of land, situate, lying and being on the northern side of Potomac Avenue, in the City and County of Greenville, State of South Carolina, being shown and designated as Lot 165 on a Plat of PLEASANT VALLEY, recorded in the R.M.C. Office for Greenville County in Plat Book P, at Page 93, and having, according to said Plat, the following metes and bounds: BEGINNING at an iron pin on the northern side of Potomac Avenue, joint front corner of Lots 165 and 166, and running thence with the common line of said Lots, N 00-08 W. 160.0 feet to an iron pin; thence N 89-52 E. 60.0 feet to an iron pin; thence along the common line of Lots 164 and 165, S 00-08 E. 160.0 feet to an iron pin on the northern side of Potomac Avenue; thence with said Potomac Avenue, S 89-52 W. 60.0 feet to the point of beginning. This conveyance is subject to all restriction, set back lines, roadways, zoning ordinances, easements and right of way, if any, affecting the above property. Derivation: Deed Book 1035 Page 222, Benjamin C. Case, dated May 6, 1977. also known as 310 POTOMAC AVENUE GREENVILLE, S.C.

If Mortgagee shall fully pay according to its terms the indebtedness hereby secured then this mortgage shall become null and void. Mortgagee agrees to pay all taxes, liens, assessments, obligations, prior encumbrances, and any charges whatsoever against the above described real estate as they become due. Mortgagee also agrees to maintain insurance in such form and amount as may be satisfactory to Mortgagee in Mortgagee's favor.

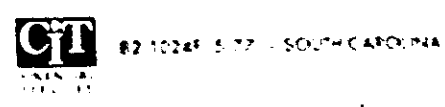
If Mortgagee fails to make any of the above mentioned payments, or fails to maintain insurance, or in any other way Mortgagee may, but is not obligated to, make such payments or effect such insurance in Mortgagee's own name, and such payments and such expenditures for insurance shall be due and payable to Mortgagee on demand, and the interest on the highest debt in rate of rate not paid for by it 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 hereunder.

After Mortgagee has been in default for 30 days to make such payments or to effect such insurance, Mortgagee may give notice to Mortgagee of his right to cure such default within 30 days after such notice is sent. If Mortgagee does not cure such default in the manner stated in such notice, or if Mortgagee cures the default after such notice is sent but defaults with respect to a future payment by failing to make payment when due or in the prospect of payment, performance or fulfillment of all or any of the obligations secured by the above described mortgage shall, at the option of Mortgagee, become due and payable without notice on demand. Mortgagee agrees to pay all expenses of such enforcement, including reasonable attorney's fees as permitted by law.

Mortgagee and Mortgagee's assigns hereby waive all rights, claims, demands, exemptions and liens, from enforcement under South Carolina law. This mortgage shall extend, consolidate and renew any existing mortgage held by Mortgagee against Mortgagee on the above described real estate. Each of the undersigned agrees that no extension of time or other variation of any obligation secured hereby shall affect his respective obligations hereunder.

In Witness Whereof, I have set in my own hand and seals the day and year first above written.

Signed, Sealed, and Delivered in the presence of  
*[Signature]* (Witness)  
*[Signature]* (Witness)  
 Ruth S. Williams (LS)  
 RUTH S. WILLIAMS (LS)



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