



NAMES AND ADDRESSES OF ALL MORTGAGORS Richard Alvin Luben Addie Luben 1019 Rutherford Road Greenville, S.C.		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606	
LOAN NUMBER 28512	DATE 4-6-81	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION 4-10-81	NUMBER OF PAYMENTS 36
AMOUNT OF FIRST PAYMENT \$ 144.00	AMOUNT OF OTHER PAYMENTS \$ 144.00	DATE FINAL PAYMENT DUE 4-10-89	TOTAL OF PAYMENTS \$ 13824.00
			DATE DUE EACH MONTH 10
			DATE FIRST PAYMENT DUE 5-10-81
			AMOUNT FINANCED \$ 7530.81

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

NOW, KNOW ALL MEN, that the undersigned (all, if 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 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 certain piece, parcel or lot of land situate, lying and being in the County and State aforesaid, on the north side of the Old Rutherford Road, about three (3) miles from Greenville Court House, and described as follows to-wit:

Beginning at a stake 393 feet from the northeast corner of First Avenue and the Rutherford Road on the North side of Rutherford Road, and running thence in an easterly direction with said Rutherford Road one hundred seventy-five feet to a stake; thence N. 2 E. three hundred fifty feet to a stake in the Southern line of Lot No. 38; thence with Southern line of Lot No. 38 in a Westerly direction one hundred ninety-two feet to a stake at corner of Lots Nos. 38, 46 and 47; thence S. 5 E. four hundred feet to the beginning corner on Rutherford Road, and being Lot 9 of the plat of "Croftstone Acres" made by W. D. Neves, for E. E. and T. C. Stone, March 1917.

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

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-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  
*David C. Simpson*  
(Witness)  
*Don R. Coffey*  
(Witness)

*Richard Alvin Luben* (L.S.)  
RICHARD ALVIN LUBEN  
*Addie Luben* (L.S.)  
ADDIE LUBEN

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