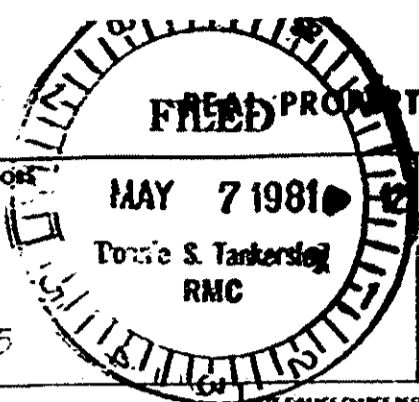


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1540 PAGE 572 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS Tony Lee Holcombe Rita G. Holcombe 3 Conley Street Greenville, S.C. 29605		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5752 Station B Greenville, S.C. 29606			
LOAN NUMBER 28552	DATE 5-4-81	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION 5-8-87	NUMBER OF PAYMENTS 72	DATE DUE EACH MONTH 6-8-31	DATE FIRST PAYMENT DUE 6-8-81
AMOUNT OF FIRST PAYMENT \$ 106.00	AMOUNT OF OTHER PAYMENTS \$ 106.00	DATE FINAL PAYMENT DUE 5-8-87	TOTAL OF PAYMENTS \$ 7632.00	AMOUNT FINANCED \$ 4647.54	

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 of 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 piece, parcel or lot of land situate, lying and being in the County of Greenville State of South Carolina, being known and designated as Lot No. 27, Belmont Heights Subdivision as shown on a plat recorded in Plat Book GG at Page 54 in the R.M.C. Office for Greenville County and having, according to said plat and also according to a more recent plat entitled "Plat for Tony Lee Holcombe and Rita G. Holcombe" prepared by Webb Surveying & Mapping Co., dated August 20, 1977, the following metes and bounds, to-wit: BEGINNING at an iron pin on the Easterly side of Conley Street at the joint front corner of Lots 26 and 27 and running thence along said Conley Street N. 31-15 W. 100 feet to an iron pin at the joint front corners of Lots Nos. 27 and 28; thence with the line of Lot No. 28 N 58-45 E. 150 feet to an iron pin; thence S. 88-42 E. 91.7 feet to an iron pin; thence S. 23-00 E. 50 feet to an iron pin at the joint rear corner of Lots Nos. 27 and 26; thence with the line of Lot No. 26 S. 58-45 W. 220 feet to the point of beginning. The within conveyance is subject to such restrictions setback lines, zoning ordinances, utility easements and rights of way, if any, as may affect the above described property.

Derivation: Deed Book 1063, Page 905 James E. Bagwell and Diane C. Bagwell dated August 31, 1977

6CTO 7 MY 7 81 1235

If I pay the note secured by this mortgage according to its terms this mortgage will become null and void.

ALSO KNOWN AS: 3 CONLEY STREET, GREENVILLE, SOUTH CAROLINA

I will pay all taxes, liens, 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, lien, 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.

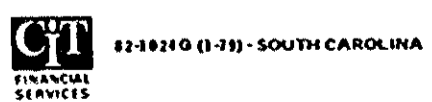
Signed, Sealed, and Delivered
in the presence of

Leida Simpson
(Witness)

John Caffey
(Witness)

Tony Lee Holcombe (L.S.)
TONY LEE HOLCOMBE

Rita G. Holcombe (L.S.)
RITA G. HOLCOMBE



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