

NAMES AND ADDRESSES OF ALL MORTGAGORS Michael S. Girardeau Lucille W. Girardeau 401 Rainbow Drive Greenville, S.C. 29611		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 45 Liberty Lane P.O. Box 5752 Station 3 Greenville, S.C. 29606			
LOAN NUMBER 28549	DATE 5-4-81	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION 5-8-81	NUMBER OF PAYMENTS 144	DATE DUE EACH MONTH 03	DATE FIRST PAYMENT DUE 6-2-81
AMOUNT OF FIRST PAYMENT \$ 375.00	AMOUNT OF OTHER PAYMENTS \$ 375.00	DATE FINAL PAYMENT DUE 5-8-93	TOTAL OF PAYMENTS \$ 54,000.00	AMOUNT FINANCED \$ 22,979.03	

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 piece, parcel or lot of land located in the County of Greenville, State of South Carolina situate, lying and being on the Northeastern side of Rainbow Drive (formerly Viewpoint Drive) and being known and designated as a portion of Lots Nos. 14 and 15 on a plat entitled "Property of Eliza D. Ware" by Dalton & Neves, dated October 1941, recorded in the REC Office for Greenville County in Plat Book M, at Page 27.

This is the same property conveyed to the Administrator of Veterans Affairs by Master's Deed dated January 28, 1970, and recorded January 29, 1970, in the Office of the Master in Equity for Greenville County, South Carolina, in Deed Book 883, at Page 405.

Derivation: Deed Book 1147, Page 700, Dated May 8, 1981 from Administrator of Veterans Affairs.

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

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.

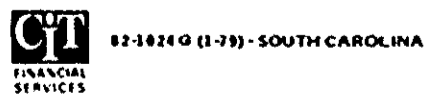
This mortgage will extend, consolidate and renew any existing mortgage you hold against me on the real estate described above.

Signed, Sealed, and Delivered
in the presence of

[Signature]
 (Witness)
[Signature]
 (Witness)

[Signature] (L.S.)
 MICHAEL S. GIRARDEAU
[Signature] (L.S.)
 LUCILLE W. GIRARDEAU

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