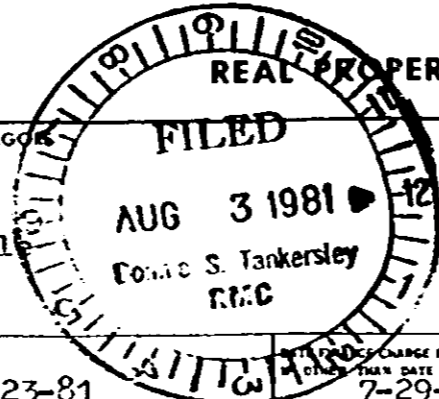


REAL PROPERTY MORTGAGE

BOOK 1548 PAGE 973 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS John L. Foster Agnes Louise Foster Route 3 Lincoln Circle Taylors, S.C. 29687		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606			
LOAN NUMBER	DATE	DATE CHARGE BEGINS TO ACCRUE	NUMBER OF PAYMENTS	DATE DUE EACH MONTH	DATE FIRST PAYMENT DUE
28643	7-23-81	7-29-81	96	29	8-29-81
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	TOTAL OF PAYMENTS	AMOUNT FINANCED	
\$ 127.00	\$ 127.00	7-29-89	\$ 12192.00	\$ 6439.12	



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 at 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 plat of land in the State of South Carolina, County of Greenville being a portion of a tract originally belonging to John Henry Lyle as shown on a plat by C. C. Jones, registered engineer, dated, March 1, 1962. This is the portion conveyed to the grantor by deed recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 685, Page 121, and being more particularly described as follows:

BEGINNING at an iron pin on Lyle Drive, also known as Lincoln Road and formerly known as Plantation Road, and running with said road S. 65-00 W. 82 feet to an iron pin on said road; thence N. 22-15 W. 195 feet to an iron pin; thence N. 65-00 E. 82 feet to an iron pin; thence S. 22-15 E 195 feet to an iron pin at the beginning corner.

Derivation: Deed Book 701, Page 83 Delta Construction Co., Inc. dated June 27, 1962.

Also known as Route 3 Lincoln Circle, Taylors, South Carolina 29687

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.

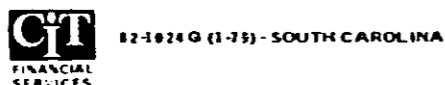
Each of the undersigned waives marital rights, homestead exemption and all other exemptions under South Carolina law.

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

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

[Signature] (L.S.)
JOHN L. FOSTER
[Signature] (L.S.)
AGNES LOUISE FOSTER



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