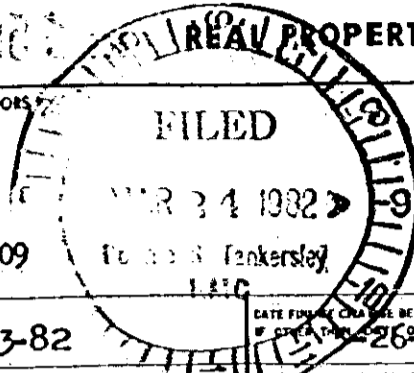


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PROPERTY MORTGAGE BOOK 1566 PAGE 457 ORIGINAL

NAMES AND ADDRESSES OF ALL MORTGAGORS William F. Davis Shirley C. Davis 3 Florence Avenue Greenville, S.C. 29609		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 46 Liberty Lane P.O. Box 5758 Station B Greenville, S.C. 29606			
LOAN NUMBER 29021	DATE 3-23-82	DATE FIRST PAYMENT BEGINS TO ACCRUE IF DATE OF THIS TRANSACTION 3-26-82	NUMBER OF PAYMENTS 120	DATE DUE EACH MONTH 29	DATE FIRST PAYMENT DUE 4-29-82
AMOUNT OF FIRST PAYMENT \$ 220.00	AMOUNT OF OTHER PAYMENTS \$ 220.00	DATE FINAL PAYMENT DUE 3-29-92	TOTAL OF PAYMENTS \$ 26400.00	AMOUNT FINANCED \$ 12209.66	

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, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville on the southeast side of Florence Avenue, being known and designated as Lots Nos. 22 and 23, as shown on a plat of Oakland, made by Fitzpatrick Terry Company, recorded in Plat Book "E", at Page 273, and being more particularly described, according to said plat, as follows:

BEGINNING at an iron pin on the South side of Florence Avenue, joint front corner of Lots Nos. 21 and 22, which pin is 175 feet northwest of the intersection of Rutherford Road and Florence Avenue, and running thence along joint line of said lots, in a southwesterly direction, 125 feet to an iron pin; thence in a northwesterly direction, 50 feet to an iron pin, joint rear corner of Lots Nos. 23 and 24; thence in a northeasterly direction 125 feet to an iron pin on the southwest side of Florence Avenue, joint front corner of Lots Nos. 23 and 25; thence with joint line of said lots in a southeasterly direction 50 feet to the beginning corner.

This is the same property conveyed to the grantor by deed from J. W. Carver by deed dated May 21th 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 975,

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

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.

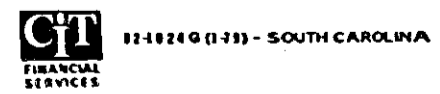
This mortgage will extend, consolidate and renew any existing mortgage you hold against me on the real estate described above.

Signed, Sealed, and Delivered
in the presence of

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

[Signature] (LS)
 WILLIAM F. DAVIS
[Signature] (LS)
 SHIRLEY C. DAVIS

MAR 24 1982 403 4.00CT



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