

LENDER, MORTGAGEE
 CITICORP PERSON TO PERSON FINANCIAL CENTER, INC.
 POB 21099, Columbia, SC 29221

SOUTH CAROLINA MORTGAGE

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NO	DUE	PRICE ACCE NO	LOAN DATE	8/24/84
MORTGAGORS)			CO-MORTGAGOR	INTEREST
Ernest Fuller, Jr. and			Fernita Stewart	65,155.28
			TOTAL OF PAYMENTS	88,557.00
			AMOUNT FINANCED	23,401.72
			DATE OF MATURITY AND FINAL PAYMENT DUE	9/08/2009
			FIRST PAYMENT DUE	10/08/84
			DESCRIPTION OF LOAN	

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described as security for the payment of a note of even date herewith in the principal sum set forth above as Amount Financed with interest as provided in said note which, if paid as scheduled, will result in the total amount repayable shown above as Total of Payments.

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any wise thereunto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortgagee, its successors and assigns, forever; and mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown.

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of South Carolina, acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagors' indebtedness for a period not exceeding the term of such indebtedness, and to charge Mortgagors with premium thereon, or to add such premium to Mortgagors' indebtedness. If Mortgagee elects to waive such insurance, Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors do hereby agree and understand that the indebtedness hereby secured is their personal obligation and that the Mortgagee's decision to grant the indebtedness to Mortgagors was based upon the Mortgagee's expectation that the Mortgagors would personally pay all sums hereby secured and perform all provisions herein, and that the real estate described below would remain under the Mortgagor's personal use and care. Mortgagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same on their behalf; all such moneys so paid by Mortgagee shall be added to the Mortgagor's indebtedness, shall bear interest at the Agreed Annual Rate of Charge specified in the note secured by this mortgage, and the entire amount shall be secured by the lien of this mortgage. To exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted. To release, relinquish and waive all right of homestead and dower in and to the mortgaged property.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or should all or any part of the mortgaged property, or any interest, legal or equitable, therein be sold or transferred by Mortgagors without Mortgagee's prior written consent, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs and attorneys' fees which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors will pay to Mortgagee, in addition to taxable costs, a reasonable amount as attorneys' fees and a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

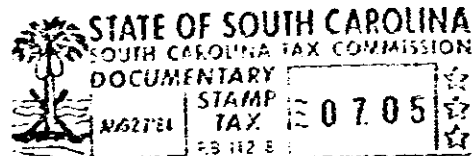
No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is located in Greenville County, State of South Carolina, and is described as follows:

See Attached Schedule "A"



Being all or a portion of the real estate conveyed to Mortgagor by Flat Rock Horses by a Real Estate Deed dated August 24, 1984, and recorded in the office of the R.M.C. Clerk of Court for Greenville County, South Carolina, in Deed Book _____ at Page _____

Title to said property is clear, free and unencumbered except: (state exceptions, if any)

NONE

IN WITNESS WHEREOF, Mortgagors have executed this mortgage this 24th day of August, 1984.

Jamie K. Scott Ernest Fuller, Jr. Fernita Stewart
 Witness W. Robinson ISEALI ISEALI
 Mortgagor Mortgagor
 Witness Mortgagor

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