MORTGAGE OF REAL ESTATE

£ 31046 43559

TO ALE WHOM THESE PRESENTS MAY CONCERN:

THIS MORTGAGE SECURES FUTURE ADVANCES - MANIMUM OUTSTANDING \$100,000

WHIRIAS, Morris Melvin and Nellie Ruth F. Melvin

an monthly installments of \$ 93.00 the first installment becoming due and pasable on the 15th day of September 1975 and a like installment becoming due and payable on the same day of each successive month thereafter until the entire indebtedness has been paid, with interest thereon from maturity at the rate of seven per centum per annum, to be paid on demand.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagor for such further same as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes.

NOW, KNOW ALL MFN. That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums and other obligations for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, the Maximum Outstanding at any given time not to exceed said amount stated above, and also in consideration of the further sum of Three Dollars \$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, its successors and assigns:

On the West side of a County road, and being shown as a 3.18 acre tract of land on plat made by C. O. Riddle, February 22, 1968 (revised March 2, 1970), entitled "Property of Riley Ashmore" and having, according to said plat, the following metes and bounds, to wit:

BBGINNING at an iron pin on the westerly side of the above mentioned County road at the corner of property of Robert Eaton and running thence along said County road, S. 21-09 E. 100 feet to an iron pin; thence S.62-01 W. 604.2 feet to an iron pin; thence along the line of property of William G. Friddle, N. 81-02 W. 384.8 feet to an iron pin on Conestee Lake; thence along Conestee Lake, N. 54-15 E. 214.8 feet to an iron pin; N. 67-43 E. 271.5 feet to an iron pin; N. 34-33 E. 14.5 feet to an iron pin; thence along the line of Robert Eaton S. 73-36 E. 202.8 feet to an iron pin; thence N. 62-01 W. 283 feet to an iron pin at the point of beginning.

This property is conveyed subject to all restrictions, zoning ordinances and easements of record or on the ground affecting subject property.

This being the same property conveyed to the grantor by deed recorded in Deed Book 915, Page 279.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any was incident or apportaining, and of all the rents, issues, and profits which may arise or be had therefrom, and moluding all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any minimum, it keing the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Meangagee, its fients, successors and assigns, federer,

The Mortpaper community that it is hasfully seried of the premises hereinshowe described in fee simple absolute, that it has good right and is hasfully authorized to sell, comes or encumber the same, and that the premises are free and clear of all heis and encumbannes or copy as herein specifically stated otherwise as follows:

This is a second mortgage, second only to the first mortgage held by South Carolina National Bank.

The Mortgapor further concentrate to warrant and foreser defend all and unquiar the said premises unto the Mortgapor foreser, from and against the Mortgapor and all persons whomevers has fully community the same or any part thereof

The Mortgapor further constitute and agrees as follows

- (1) That this mostgage shall secure the Mostgagee for such further sums as may be advanced hereafter, at the option of the Mostgagee, for the payment of taxes, insurance germums, public assessments, repairs or other purposes pursuant to the constants herein. This mostgage shall also secure the Mostgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mostgagee by the Mostgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereod. All sums so advanced shall be at interest at the same rate as the mostgage debt and shall be payable on demand of the Mostgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazade specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be field by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance compon the Mortgagee debt, whether due or not
- (3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgagee debt.
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- (5) That it hereby assigns all rents, issues and profits of the mortgaged gremises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the tents, issues and profits, including a reasonable tental to be fixed by the Court in the exent said premises are occupied by the mortgager and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the tents, the issues and profits toward the payment of the debt secured hereby.

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