MORTGAGE OF REAL ESTATE

3001 1367 PAGE 15

COUNTY OF Greenville A STATE WHOM THESE PRESENTS MAY CONCERN:

thereon from maturity at the rate of seven per centum per annum, to be paid on demand.

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

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums 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 MEN. 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 sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, hard and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, its successors and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, citate, lying and being in the State of South Carolina, County of Greenville, to writ:

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 128, COLLEGE HEIGHTS Subdivision, plat of which is recorded in the RMC Office for Greenville County, S.C. in Plat Book P, Page 75, and having, according to the said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Winthrop Avenue, joint corner of Lots 128 and 129, and running with the joint line of said Lots, S. 77-17 W. 208.3 feet to an iron pin, corner of Lot 136; thence with the line of said Lot, N. 33-10 W. 79.6 feet to an iron pin; corner of Lot No. 127; thence with the line of said Lot, N. 77-17 E. 227.9 feet to an iron pin on the southwest side of Winthrop Avenue; thence with the southwest side of said Avenue, S. 19-23 E. 75 feet to the beginning corner.

As a part of the consideration for this conveyance, the grantee assumes and agrees to pay the balance due on that certain note and mortgage from Frances L. Estabrook to Cameron-Brown Company recorded in the RMC Office for Greenville County in Hortgage Volume 866 at Page 455, upon which there remains a balance due of \$6,632.14.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the resits, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being 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 Meetgagee, its heirs, successors and assigns, forever.

والمراب والمنافق والمنافق والمنافر والمنافر والمنافر والمنافر والمنافز والم

The Mortgagor concurns that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all tiens and encumbrances except as herein specifically stated otherwise as follows:

This is a second mortgage, being subject only to that first held by Cameron Brown

The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever havinly claiming the same or any part thereof.

The Mortgagor further coverants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced bereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the coverants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee 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 hazards specified by Mortgagee, in an amount not less than the mortgage debt, or an 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 held 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 owing on the Mortgagee debt, whether due or not.
- (3) That it will keep all improvements now existing or bereafter 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 premises from and after any default hereunder, and agrees that, should legal proceeding 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 rents, issues and profits, including a reasonable rental to be fixed by the Court in the event 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 rents, the issues and profits toward the payment of the debt secured hereby.

4328 RV-25

L-1681-S.C. Rev. 1/74