

1689 - 205

**United Line (Secured)**

A Personal Line of Credit from  
United Virginia Mortgage Corporation

South Carolina

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

THIS IS A CREDIT LINE MORTGAGE

THIS MORTGAGE, dated as of the 2nd day of November, 1984,  
by and between Robert Watson Harwell and Carolyn F. Harwell,  
hereinafter referred to as the "Mortgagor", and the Mortgagee, United Virginia Mortgage Corporation, hereinafter referred to as the "Lender",  
a corporation existing under the laws of Virginia, whose address is 919 East Main Street, Richmond, Virginia 23219.

WHEREAS, United Virginia Mortgage Corporation, herein called the Lender, has advanced, intends to advance contemporaneously  
herewith and/or intends to advance in the future to  the Mortgagor, or  to \_\_\_\_\_,  
hereinafter referred to as the "Debtor", pursuant to the United Line Credit Agreement dated November 2, 1984  
by Robert W. Harwell ~~XXX~~  
and all amendments thereto (the "Agreement"), certain sums of money pursuant to the provisions of the Agreement including without limitation  
all present and future indebtedness and obligations for advances, finance charges and other charges arising out of the Agreement, and the Mort-  
gagor, in order to induce such lending by the Lender, desires to secure to the Lender the payment of such indebtedness and interest thereon, such  
indebtedness and interest being hereinafter referred to as the "Secured Indebtedness". If not sooner paid, the Secured Indebtedness shall be due  
and payable on or before November 2, 1996.

NOW, THEREFORE, for and in consideration of the provisions of this Mortgage and for other good and valuable consideration, the  
receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby mortgage, grant and convey unto the Lender and Lender's  
successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land, together with all improve-  
ments thereon, situate, lying and being on the southeasterly side of  
Zelma Drive, near the City of Greenville, in the County of Greenville,  
State of South Carolina, and being shown and designated as Lot No. 8 on  
plat of Oakland Terrace, recorded in the RMC Office for Greenville County,  
S. C. in Plat Book BB, at Page 196, and having, according to a more recent  
plat by Freeland & Associates, dated November 3, 1977, the following metes  
and bounds:

BEGINNING at an iron pin on the southeasterly side of Zelma Drive, at the  
(Continued on Page 3)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the buildings, improvements and  
fixtures now or hereafter thereon, and all easements, rights, privileges and appurtenances in any way belonging thereto, all of such property be-  
ing referred to in this Mortgage as the "Real Estate", and also together with all leases now or hereafter applicable thereto, all rents and profits  
derived therefrom, and any unearned hazard insurance premium and condemnation award or payment relating thereto, all of which are hereby  
granted, pledged and assigned to the Lender. The Real Estate and all such other property are hereinafter referred to as the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the  
Property, and that the Property is unencumbered except for encumbrances of record. Mortgagor covenants that Mortgagor will warrant and will  
defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

To secure to the Lender the payment of the Secured Indebtedness, however evidenced, now existing or hereafter incurred, matured or un-  
matured, direct or indirect, absolute or contingent, including any extensions and renewals thereof, up to, but not exceeding in the aggregate at  
any one time, the principal sum of \$16,500.00 ----- Dollars (\$16,500.00) plus interest, attorney's fees and court costs  
incurred in collection of amounts due hereunder, and expenditures by Lender as set forth herein. Interest under the Agreement will be deferred,  
accrued or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as may be provided in the Agreement.

Mortgagor, Debtor and Lender covenant and agree as follows:

1. Mortgagor covenants (A) that, except as to the lien created by this Mortgage or liens previously disclosed to the Lender in writing, the  
Mortgagor has done no act to encumber the Real Estate and it is free and clear of all liens and encumbrances; (B) that the Mortgagor will execute  
such further assurances of title as may be necessary; (C) that the Mortgagor will promptly comply with all present or future laws and other re-  
quirements of all governmental authorities having or claiming jurisdiction with respect to the Real Estate; (D) that the Mortgagor will pay all  
taxes, assessments, levies and charges upon the Real Estate when due and, at the request of the Lender, will promptly furnish to Lender receipts  
evidencing payment of same; and, (E) that as long as the Secured Indebtedness is outstanding, the Lender shall be permitted to inspect the Real  
Estate periodically as the Lender may desire.

2. The Mortgagor agrees (A) that if default be made in the payment of any of the Secured Indebtedness or in the performance of any of the  
covenants or conditions contained herein or in the Agreement, or in the payment or performance of any obligations secured by any other lien on  
the Real Estate, the Lender may at Lender's option, by written notice to Mortgagor as required by applicable law, declare all of the debts and  
obligations secured by this Mortgage to be at once due and payable, in which event all debts and obligations due under the Agreement, including  
accrued interest thereon, shall be immediately due and payable, without presentment, demand or protest, or notice of such presentment, demand  
or protest, all of which are hereby waived, and the Lender may invoke foreclosure by judicial proceedings and sale of the property and any  
other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies  
provided herein, including, but not limited to, reasonable attorney's fees; (B) that upon acceleration under the terms of this paragraph or aban-  
donment of the Property, Lender shall be entitled to have a receiver appointed by a court, to enter upon, take possession of and manage the  
Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall first be applied to payment of  
the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds,  
reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually  
received; (C) that the rights and remedies given under this clause are in addition to and not in lieu of those given by law or by other clauses of this  
Mortgage, and whether or not exercised, will not prejudice such other rights and remedies; and, (D) that delay or failure to exercise the remedies  
granted hereunder with respect to any such default shall not constitute waiver of the right to exercise the same with respect to that or any subse-  
quent default.