

STATE OF SOUTH CAROLINA
COUNTY OF

GR... ED
BOOK 80 PAGE 82
MORTGAGE OF REAL ESTATE PAGE 159

TO ALL WHOM THESE PRESENTS MAY CONCERN,
THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000.



WHEREAS, JAMES E & CATHERINE D. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto ASSOCIATES FINANCIAL SERVICES COMPANY OF SOUTH CAROLINA, INC.

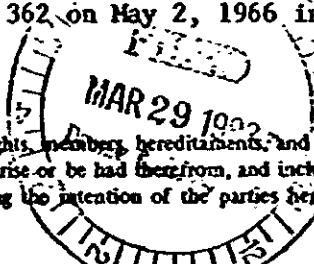
its successors and assigns forever (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Eighteen Thousand Two Hundred Twenty Six and 93/100 Dollars (\$ 18226.93) plus interest of Nineteen Thousand Five Hundred Thirty Four 67/100 Dollars (\$ 19534.67) due and payable in monthly installments of \$ 393.35 the first installment becoming due and payable on the 15 day of August, 19 82 installment becoming due and payable on the same day of each successive month thereafter and a like

to an iron pin at the joint rear corner of Lots 239 & 240; thence, with the line of Lot 240, N 76-41 W. 175 feet to an iron pin on the Eastern side of Buckingham Road; thence with said Road, N 13-19 E 80 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage in favor of C. Douglas Wilson & Co. in the sum of \$17,900.00, dated September 11, 1963 and recorded in Mortgage Book 934 at Page 91 of the RMC Office for Greenville County, which Mortgage was, on 9/11/63 assigned to the Metropolitan Life Insurance Company.

This is the same property conveyed to the Mortgagors by deed of Deed L. Girard, recorded in Deed Book 797 at Page 362 on May 2, 1966 in the RMC Office for Greenville County, South Carolina.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same, including in any way, in, to, or appertaining, and of all the rents, 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 Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants 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 liens and encumbrances except as herein specifically stated otherwise as follows:

C. DOUGLAS WILSON & CO. in the sum of \$17,900.00 dated September 11, 1963 and recorded in Mortgage Book 934 at Page 91 of the RMC office for Greenville County, which Mortgage was, on 9/11/63 assigned to the Metropolitan Life Insurance Company.

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

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, redrafts or credits that may be made hereafter to the Mortgagor 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 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 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 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 mortgage 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 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 rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor 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.