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MORTGAGE OF REAL ESTATE

Advance: \$9234.20

Total Note: \$13488.00

STATE OF SOUTH CAROLINA ( WAS A COUNTY OF GREENVILLE)

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

Clois Messick, Jr. WHEREAS, Associates Financial Services Co. of S.C., Inc. (hereinafter referred to as Mortgagor) is well and truly indebted unto Greenville,SC 29605 , its successors and assigns forever (hereinafter referred to as Mortgagee) as evidenced by the 1948 Augusta St. Mortgager's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Nine thous and, Dollars (\$ 9,234.20 two hundred thirty-four & 20/100 Four thousand two hundred fifty-three & 80/100 Dollars (\$ 4,253.80 ) due and payable in monthly installments of , the first installment becoming due and payable on the 16th day of January 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 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 aforestid 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 Mortgagee at any time for advances made to or for his account by the Mortgagee, 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 Mortgagee at and before the sealing 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 Mortgagee, its successors and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville to wit: Being shown and designated as Property of Clois Messick, Jr., on a Plat prepared by Walter L. Davis, June 16, 1975, said plat being recorded in the RMC Office for Greenville County simultaneously with deed recorded in Deed Book 1020, at Page 293, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of County Road, which is the east of the intersection of the County Road and Hunts Bridge Road, joint corner of property currently owned by Ira McHaggey; theence with the common line of McHaggey, S 25-45 E, 179.5 feet to an iron pin; thence with the common line of Days, N 57-47 E, 545.7 feet to an iron pin; thence with common Line of property of Lillie Cisson, N 31-53 W, 405.3 feet to an iron pin located on the southeastern edge of aforesaid County Road; thence with said County Road, S 25-43 W, 264.5 feet to an iron pin; thence with the common line of Lillie Cisson property, S 36-11 E, 156 feet to an iron pin; thence continuing with the line of Lillie Cisson property, N 34 W, 58 feet to an iron pin on the aforesaid County Road; thence with the County Road, S 47-30 W, 108.5 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Hortgagor by ded recorded 6/25/75 from Lillie Cisson in Deed Book 1020, at page 293.

Together with all and singular rights, members, hereditaments, and apportenances to the same belonging in any way incident 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.

NONE

and all persons whomsoever having 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, readvances or credits that may be made hereafter to the Mortgagee 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 chauses 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 Mortgages 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 mortgages 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 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.

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