W. United Line (Secured)

South Carolina

19_34_

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA GREENVILLE **COUNTY OF**

THIS IS A CREDIT LINE MORTGAGE

November

THIS MORTGAGE, dated as of the 2nd _day of __ RONNIE O. CROWE and JUDITH B. CROWE hereinaster referred to as the "Mortgagor", and the Mortgagee, United Virginia Mortgage Corporation, hereinaster 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 X the Mortgagor, or 1 to _ hereinaster referred to as the "Debtor", pursuant to the United Line Credit Agreement dated November 2, 1984 and __Indith B Crowe by Ronnie O. Crowe 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 Mortgagor, 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 improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Brittany Drive, being shown as Lot No. 140 on plat of Botany Woods, Sector III, recorded in the RMC Office for Greenville County, S. C. in Plat Book RR, at Page 37, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Brittany Drive, at the front corner of Lot No. 139 and running thence with said lot, N. 85-53 W. 159.4 feet to an iron pin in the line of Lot No. 138; thence with the line (Continued on Page 3 hereof)

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 being 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 unmatured, 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 Fifty Thousand --- Dollars (\$ 50,000,00) 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 requirements 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 abandonment 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 subsequent default.

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