

STATE OF SOUTH CAROLINA
COUNTY OF

FILED
SEP 26 1977
DOMINICK S. HANE SLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1323 PAGE 481

83578

BOOK 51 PAGE 399

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

WHEREAS, James L. Black and Betty E. Black

hereinafter referred to as Mortgagor) is well and truly indebted unto NYC Financial Services, 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 sum of Seven Thousand Four Hundred and Forty Dollars Dollars (\$ 7,440.00) due and payable in monthly installments of \$ 121.00 , the first installment becoming due and payable on the 20th day of October , 19 77 and a 5th 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 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 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 signing 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:

All that certain piece, parcel or lot of land situate, lying and being in the city and County of Greenville, State of South Carolina, designated as Lot No. 12 on a plat of Arney Hills property, Poinsett Plant, recorded in the REC Office for Greenville, County in Plat Book 22 at Page 51, and having the courses and distances shown on said plat.

This being the same property conveyed to the Grantor herein by deed recorded in the REC Office for Greenville, County in Deed Book 829 at Page 632.

This conveyance is subject to any and all restrictions or easements that may appear of record, on the premises.

*James L. Black
Betty E. Black*

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R.M.C.

SEP 15 1977



PAID AND SATISFIED IN FULL THIS
MAY 15 1977
BY: NYC FINANCIAL SERVICES, INC.
Witness: *James L. Black
Betty E. Black*

8693

Together with all and singular rights, members, hereditaments, and appurtenances 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.

(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.

4328 (NY-2)