

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 16 1974

DORRIS S. TAYLOR

SEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

WHEREAS, JAMES HURTSINGER AND ADAF PUTH HURTSINGER

(hereinafter referred to as Mortgagor) is well and truly indebted unto NCC FINANCIAL SERVICES, INC.

its successors and assigns forever (hereinafter referred to as Mortgagee) as evidenced by the

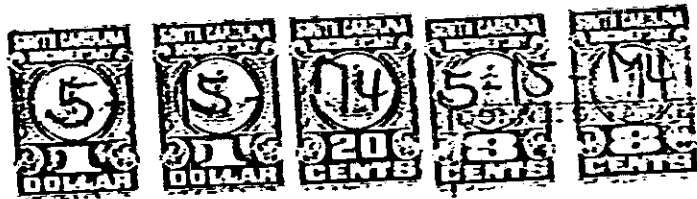
Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Five Thousand Eight Hundred Twenty Two Dollars and 04/100--Dollars (\$ 5822.04) due and payable in monthly installments of \$ 67.31, the first installment becoming due and payable on the 1st day of July, 19 74 and a like 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 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: All that certain piece, parcel or lot of land with the improvements thereon, lying, being and situate in Fairview Township, County of Greenville, State of South Carolina and containing approximately 3/4 acre, more or less, and being located on a county road approximately 372.1 feet from the Jones Mill Road which runs from Fountain Inn and being more particularly described, to-wit:

BEGINNING at an iron pin in the center of county road being 372.1 feet from the intersection of said county road and Jones Mill Road and running thence along the center of said road S. 82-23 W. 40 feet, more or less, along the edge of another county road; thence in a south-eastern direction 160 feet, more or less, to an iron pin; thence in a northeastern direction 40 feet, more or less, to an iron pin thence, in a northwestern direction 40 feet, more or less, to an iron pin being the point of beginning. Said property being bound by county road on the north, a county road on the west and property of the granor on the south and east.



PAID AND SATISFIED IN FULL THIS

9th DAY of April, 1979

James S. R. Phillips

James S. R. Phillips

APR 12 1979

Together with all and singular rights, incidents, 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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagee 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 execute the construction of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgagee 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.