MORTGAGE OF REAL ESTATE

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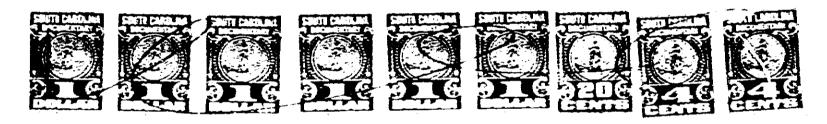
| # *** The state of |
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| WHEREAS. Hellen P. Justice and James R. Capps |
| theremafter referred to as Mortgagori is well and truly indebted unto HCC Pinancial Services, Inc. |
| , its successors and assigns forever thereighted to as Mortgageer as condensed by the |
| Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference in the sum of |
| Fifteen Thousand Six Hundred Forty Four Dollars and 16/100 Dollars (5 15,6 like 16) due and payable |
| in monthly installments of \$ 186,24 the first installment becoming due and payable on the 5th day of July . 19 76 |
| and a like installment becoming due and payable on the same day of each successive month thereafter or til 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 same 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 Morlespor, in consideration of the aforesist 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, the Maximum Outstanding at any given time not to exceed said amount stated above, and also in consideration of the further sum of Three Dollais (\$3 00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the scaling 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 ket of land, with all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville town All that piece, parcel or lot of land in Greenville Township. Greenville County, State of South Carolina, on the west side of Beatrice Street, known and designated as Lot 129 on map #2, of Camilla Park subdivision made by W.J. Riddle, December 1943, which plat is of record in the Office of R.M.C. for Greenville County in Plat Book M page 85, and according to said plat, more particularly described as follows:

*Beginning at an iron pin corner of Lot #128 shown on said plat, which iron pin measures 160 feet south from the southwestern intersection of Beatrice Street and Francis Avenue, and running thence along line of Lot 128, S. 67-48 W. 233 feet to iron pin; thence along rear line of Lots #125 and #126, S. 11-02 E. 81.4 feet to iron pin at rear corner of Lot #130; thence along line of Lot #130, N. 67-48 E. 248.3 feet to iron pin on west side of Beatrice Street; thence along the west side of said street N. 21-55 W. 80 feet to the point of beginning.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way ancident or appertaining, and of all the rents, issues, and profits which may arme or be had therefrom, and including all heating, plumburg, 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 commisceed a part of the scal extate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagoe, its hears, succession and assigns, forever

The Mortgapor coverants that it is lawfully secred of the premises hereinshove described in fee simple absolute, that it has good right and is lawfully authorized to soil, convey or encumber the same, and that the premises are free and clear of all hem and encumbrances except as herein specifically stated otherwise as follows:

This is a first mortgage, second to none.

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

The Mortgues for Bit o remarks and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sound 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 Morigagee, and in companies acceptable to st, and that all such policies and renewals thereof shall be held by the Morigagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgager, and that it will pay all promiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged promises 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 reput, and, in the case of a construction from 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 morteagee 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.