GREENVILLE CO. S. C.

Total Note: \$6528.90 Advance: \$5288.83

8 40 MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN: STATE OF SOUTH CAROLINA COUNTY OF Greenville (E) (.0

BOCK 1458 PAGE 363

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

| WHEREAS,D | onald Roy Hester and Jud | y H. Hester | | | |
|--|--|-------------------------------|----------------------|----------------------|---------------------|
| (hereinafter referred to as Mortgagor) is well and truly indebted unto _ | | MCC Financial Services, Inc. | | | |
| | date herewith, the terms of which are inc | uccessors and assigns forever | | | |
| Morigagor's promissory note of even two hundred eighty-e | | corporated herein by referen | | 5,288.83 | |
| | dred_forty & 07/100 irst installment becoming due and payable | | | | |
| | ole on the same day of each successive m tum per annum, to be paid on demand. | onth thereafter until the ent | lire indebtedness ha | s been paid, with in | terest thereon from |

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 ___, to wit: lying and being in Paris Mountain Township, Greenville Carolina, County of Greenville County, State of South Carolina, and being known and designated as Lot 8A on plat prepared by Campbell and Clarkson, dated September 6, 1972, and entitled, "Division of Lot 8, S. Parry Hester Estate", said plat being recorded in the RMC Office for Greenville County in plat book 4U page 93, and having according to said plat, the following metes and bounds description to wit:

BEGINNING at an iron pin at the edge of Hesters Drive, said iron pin being 359.5 feet southeast of the intersection of Hesters Drive and Honeysuckle Lane, and running S55-42E 154.5 feet to an iron pin in the center of a dirt road; thence with the center of the dirt road, S41-59W 153.85 feet to an iron pin; thence N64-04W 19.5 feet to an iron pin at the joint rear corner of Lot 8A and Lot 8B; thence with line of Lot 8B, N33-25E 155.7 feet to an iron pin in Hesters Drive, the point of beginning.

This is the same Property conveyed from Roy H. Hester and Ruby H. Hester by deed recorded 02/08/78 in Vol. 1074, page 948.

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.

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

The Mortgagor 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 sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as herein specifically stated otherwise as follows:

NONE

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

The Mortgagor further covenants and agrees as follows:

(B) 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, figurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgage for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgager 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 clauses 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 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
- (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.
- 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 promises are occupied by the mortgaged premises and observe and expenses attention such passession and the appointment 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 promises are occupied by the mortgaged premises and collect the rents is such as a contract of the mortgaged premises and collect the rents. said pramises 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.

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