NOV 5 1976
DONNIE S. TANKERSLEY
R.M.C.

BOOK 48 PAGE 840
BOOK 1382 PAGE 373

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

WHEREAS, William V. Foutz and Karol M. Foutz

(hereinafter referred to as Mortgagor) is well and truly indebted unto MCC Financial Services, Inc. P.O. Box 2852 Greenville, S.C. 29602, 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 -----Two thousand four hundred and 00/100---------- Dollars ($ 2,400.00) due and payable in monthly installments of $ 100.00, the first installment becoming due and payable on the 01 day of December, 19 76

Lot 25 of a subdivision known as McSwain Gardens, a plat of which is of record in the RMC Office for Greenville County in Plat Book CC, at page 75, and having the following metes and bounds, to-wit:

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BEGINNING at a point on the northeastern side of Shannon Drive at the joint corner of Lots 24 and 25 and running thence N. 43-40 E., 170.4 feet to a point at the joint rear corner of Lots 24 and 25; thence S. 46-20 E. 308.7 feet to a point on the western side of Mirosa Drive at the joint corner of Lots 25 and 26; thence with the western side of Mirosa Drive S. 13-02 W. 64.3 feet to a point; thence continuing with the western side of Mirosa drive S. 05-30 W. 126 feet to a point; thence following the curvature of the intersection of Shannon Drive with Mirosa Drive (the chord of which is S. 69-57 W. 17.5 feet) to a point; thence with the northeastern side of Shannon Drive N. 46-20 W. 210.2 feet to the point of beginning.

This conveyeance is made subject to such easements, rights-of-way and restrictions of record or as appear on the premises.

NOV 9 1977

This is the same property conveyed unto Grantors herein by deed from Harold E. Shaw Builders, Inc. dated December 06, 1971 and recorded December 06, 1971.

PAID AND SATISFIED IN FULL THIS 19 DAY OF 1977
MCC FINANCIAL SERVICES, INC.
BY:

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way appertaining, and 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.

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.

L-1681-S.C. Rev. 1/74

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