

FILED

STATE OF SOUTH CAROLINA APR 13 1977. MORTGAGE OF REAL ESTATE
COUNTY OF Greenville, S.C. U.S. POST OFFICE AT WHICH THESE PRESENTS MAY CONCERN:
THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000.

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WHEREAS, Hattie Harriet and Moses Devlin (hereinafter referred to as Mortgagor) as well and truly made out to MOC Financial Services, Inc., P.O. Box 2852 Greenville, S.C. 29602, in succession and assigns from the Mortgagor referred to as Mortgagor is evidenced by the

Mortgagor's promissory note of even date herewith, the term of which are unexpired herein by advance, in the sum of Eighteen thousand nine hundred twenty nine and 40/100 Dollars (\$18,929.40) due and payable in monthly installments of \$ 225.35, the first installment becoming due and payable on the 05th day of May 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 Mortgagor 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 purpose.

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 sum and other obligations for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to it for his account by the Mortgagor, 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 as hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the amount whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, its successors and assigns:

ALL that certain piece, part 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.

Master for Greenville County by deed recorded 06/14/66 in Volume 800, page 208.



Together with all and singular rights, tenements, hereditaments, and appurtenances to the same belonging in any way whatsoever appearing, 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 fixed thereto in my 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 the said premises unto the Mortgagor, its heirs, successors and assigns, forever. *Doris Subduely*

The Mortgagor covenants that it is lawfully vested of the premises heretofore 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 and fixtures and equipment described in the instrument of title shall stand estopped as follows:

PAID AND SATISFIED IN FULL plus 2% INTEREST 1950

17th DAY March 1950

MOC FINANCIAL SERVICES INC.

BY: *Walter K. McGehee*

The Mortgagor further covenants to warrant and defend the said premises and fixtures and equipment held by the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same in any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagor for any further loans, advances, reademptions or credits that may be made hereafter to the Mortgagor by the Mortgagor 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 Mortgagor unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property, caused to may be required from time to time by the Mortgagor against fee by law and any other hazard specified by Mortgagor, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagor, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagor, and have attached thereto loss payable clauses as favor as, and in form acceptable to the Mortgagor, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagor the proceeds of any policy insuring the mortgaged premises and does hereby authorise each insurance company concerned to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgagor 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 Mortgagor may, in its option, either 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 mortgage 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 an trust as receiver, shall apply the residue of the rents, the issues and profits toward the payment of the debt so used hereby.