STATE OF SOUTH CAROLINA **MORTGAGE OF REAL ESTATE** COUNTY OF Greenville TO ALL WHOM THESE PRESENTS MAY CONCERN: THIS MORTGAGE SECURES FUTURE ADVANCES – MAXIMUM OUTSTANDING \$100,000. WHEREAS, Jimmy Lee Harbin and Martha W. Harbin (hereinafter referred to as Mortgager) is well and truly indebted unto \_\_\_\_\_MCC 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 Four Thousand Eight Hundred Dollars & No/100 ----- Dollars (5 4800.00 in monthly installments of \$ 160.00 , the first installment becoming due and payable on the 10th day of February feet to an iron pin; thence 5. 73-10 W. 76 feet to a point in the rear line of Lot No. 11; thence a new line through Lot No. 11 N.9-00 W. 150 feet to an iron pin on the Southern side of Oak Street; thence with the Southern side of Oak Street S. 73-10 W. 76 feet to the point of beginning. 15 TE JAN 12 1976:: (C) the belonging in any way incident or appertaining, and of all the waters, planting, and lighting fixtures now or kereafter attached, connected, or fixtures and equipment, other than the usual household farmiture, be fitted thereto in any manner of being th

The Mortgapor coverants that it is harfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is harfully 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:

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Mongagee, its heurs, successors and assigns, forever.

This is a third mortgage. The first mortgage is held by Carolina Federal Savings and Loan Association and the second mortgage is held by MCC Financial Services, Inc.

The Meetgages further coverants to warrant and forever defend all and singular the said premises unto the Mortgages forever, from and against the Mortgages and all persons whomseever lawfully claiming the same or any part thereof.

The Mortgagor further coverants and agrees as follows:

considered a part of the real called at.

- (1) 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, insurance permians, public assessments, repairs or other purposes parsuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, rephanics or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedeess thus secured does not extreed 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 Mortgage and the particles. of the Mortgagee union 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 Mortgages against loss by fire and any other hazards specified by Mortgages, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgages, and in comparies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgages, and have attached thereto loss payable chaoses in favor of, and in form acceptable to the Mortgages, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgages the proceeds of any policy insuring the mortgaged premiers and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgages, to the extent of the balance owing on the Mortgages 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 hom, that it will continue construction until completion without interruption, and should it fad 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 mortgage Add.
- (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 mortgager and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall be read to the contract of the c apply the residue of the rents, the issues and profits toward the payment of the debt secured hereby.

L-1631-S.C. Rev. 1/74