

## 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.

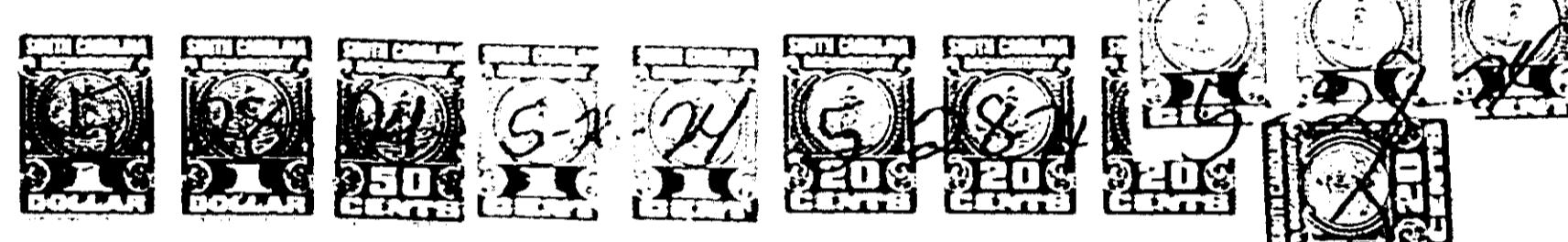
WHEREAS, Harold W. Morris, Jr. and Clifford Gray Morris (hereinafter referred to as Mortgagor) is well and truly indebted unto U.S. Fidelity Deposit Company, Inc. (hereinafter referred to as Mortgagee), its successors and assigns forever thereafter referred to as Mortgagee as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of \$100,000.00 and Three Hundred Thirty Dollars and 36/100 plus interest thereon in Dollars (\$3.36) due and payable in monthly installments of \$131.32, the first installment becoming due and payable on the 11th day of July 1974 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 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 Carolina, County of Greenville, to-wit: ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina situate, lying, and being on the southwestern side of Lyburnst Drive and known and designated as Lot No. 166 in plan of Oak Crest Subdivision, plan of which is recorded in the R.M.C. Office for Greenville County in Plan Book "GG", at Pages 13<sup>th</sup> and 17<sup>th</sup> and having according to said plan, the following lines and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Lyburnst Drive, joint corner of Lots No. 166 and 167 and running thence S. 20-12 W. 111 feet to an iron pin thence N. 82-07 W. 95.1 feet to an iron pin on the southwestern side of Texas Avenue and running thence with said Avenue N. 11-43 E. 66 feet to an point; thence continuing N. 26-11 E. 11 feet to a point on the southern corner of the intersection of Texas Avenue and Lyburnst Drive; thence with the curve of said intersecting line chord being N. 74-12 E. 35.4 feet to an iron pin in the southwestern side of Lyburnst Dr. and thence with a 14 Drive S. 01-18 E. 75 feet to an iron pin, the point of beginning.



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:

This 18th day of August, 1974.

The Mortgagee 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:

(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 premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, ready-mades or credits that may be made hereafter to the Mortgagor by the Mortgagee, so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereon. 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 thereon 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 Mortgagor debt, whether due or not.

(3) That it will keep its improvements now existing or hereafter erected in good repair, and in the case of a new tract of land, 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 and 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 property.

(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 process be instituted pursuant to this instrument, involving garnishment or any other Chambers or otherwise appointed receiver of the mortgaged premises, with full authority to take possession of the aforesaid premises and collect the rents, issues and profits, including all amounts due, to be held by the Court in the event said premises are occupied by the Mortgagor and after deducting all charges and expenses attendant upon the garnishment and the execution, no right or power shall apply the residue of the rents, the issues and profits toward the payment of the debt so sued hereby.