

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

1314 PAGE 789

TO ALL WHOM THESE PRESENTS MAY CONCERN:
THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000.

WHEREAS, Charles Wright, Jr. and wife, Nellie Wright (hereinafter referred to as Mortgagor) is/will and truly indebted unto HCC Financial Services, Inc. (hereinafter referred to as Mortgagor's successors and assigns forever thereafter referred to as Mortgagor) its successors and assigns forever thereafter referred to as Mortgagor) 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 Nineteen thousand three hundred sixty-nine and 56/100 Dollars (\$ 19,369.56) due and payable in monthly installments of \$ 230.59, the first installment becoming due and payable on the 3 day of August 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 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 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 Mortgagor at any time for advances made to or 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 in hand well and truly paid by the Mortgagor 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 Mortgagor, 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 lot of land in the city of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 2 on plat of property of L.S. Hand recorded in plat Book J at pages 146-147 of the RMC Office for Greenville County, SC and having according to said plat, and a recent survey made by J.C. Hill, October 1963 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Ackley Road; at the joint front corner of lots NO. 1 & 2; thence with the joint line of said lots S. 36-058. 171 feet to an iron pine; thence J S. 54-02 w. 80 feet to an iron pine corner of Lot No. 3; thence with the line of said Lot N. 36-05 W. 187 Feet to an iron pin on the Southeast side of Ackley Road; thence with the Southeast side of said road N. 65-15 E. 82 Feet to the Beginning corner.

For chain of title see deed recorded in Vol. 663 page 392 of the RMC Office for Greenville County, S.C..



lands, and appurtenances to the same belonging in any way incident or appertaining, and to all rents, issues, and profits which may now be or hereafter come in, 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 Mortgagor, 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 is a first mortgage being subject to NONE.

The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor 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 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, readances 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 inured as may be required from time to time by the Mortgagor against loss by fire and any other hazards 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 amounts acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagor, and have attached thereto loss payable clauses in favor of, 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 authorize each insurance company concerned to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage 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, 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 to 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 the date it becomes due, and agrees that, should legal proceedings be instituted pursuant to this instrument, no notice having jurisdiction, tax, or Chambers of Commerce, appear as a creditor of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits therefrom, and such amount to be paid by the Mortgagor in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the expenses of collection as aforesaid, shall apply the residue of the rents, the issues and profits toward the payment of the debt so due and then.