STATE OF SOUTH CARDLINA OF 1 1974 S MORT

MORTGAGE OF REAL ESTATE

77 1326 un 711

HTTE TO ALL WHOM THISE PRISENTS MAY CONCERN.

THE MODIFICACE SACERES POTERS ADVANCES - MAXIMUM OUTSTANDING \$100.0

AUIS MOKICAGE SECCRES 12 LCRG ADVIAGOS AUGUSTA
WHIRIAS. Douglas L. Hawkins, Jr. & Baxbaxa H. Hawkins
bereinsfter referred to as Mortgagori is well and truly indebted unto MCC Financial S. IVices, Inc
. its successors and assigns forcer thereenfier referred to as Mortgager as endenced by the
fortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum ofOne_Thousand_Three
Dollars and 20/100 duc and payable
monthly installments of \$ 41.80, the first installment becoming due and payable on the
monthly installments of \$ 41.80 , the first installment becoming due and payable on the \$5 day of November 19.74 and a like installment becoming due and payable on the same day of each successive month thereafter until the entire indebte the payable on the same day of each successive month thereafter until the entire indebte the payable on the same day of each successive month thereafter until the entire indebte the payable on the same day of each successive month thereafter until the entire indebte the payable of the payable on the payable on deniand.

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, repuirs, or for any other purposes

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the afcressed 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 153,000 to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, his granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, stuate, hims and being in the State of South Carolina, County of <u>Greenville</u>. to wit: All that piece, parcel or lot of land in Greenville County, State of South Carolina, in Mission Township, as shown on a survey for Douglas L. H. wkins, dated April 29, 1972 by Carolina Surveying, 112 Manly Street, Greenville, S.C., the same being made a part of this Deed; and being more particlarly described by metes and bounds as follows:

BBGINNING at an iron pin some 263.8 feet from the West side of a dirt road as shown on the Survey; and running thence S. 58-0 w 210 feet to an iron pin; thence N. 30-30 W. 210 feet to an iron pin; thence N. 58-0 E210 feet to an iron pin; thence S. 30-30 E. 210 feet to the point of beginning.

Being a part of property conveyed to the Grantor as noted in Deed Volume 146, at page 366, now shown as in Tax-District 200-54-.1-1-9.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apportaining, 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 Mertgagee, its heirs, successors and assigns, ferever.

The Mortgagor coverants 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 here and encumbrances except as herein specifically stated coherwise as follows:

THIS IS A SECOND MORTGAGE, SECOND ONLY TO THE ONE HELD BY MCC #38.

The Mortgagor further covenants to warrant and forever defend all and singular the and premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereod.

The Mortgagor further covenients and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced bereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the coverants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee 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 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 delet, 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 therefor 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 bulance owing on the Mortgagee debt, whether due or not.
- (3) That it will keep all improvements now existing or hereafter erected in good tepan, 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 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 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 mortgager 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.

4328 RV.