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BOOK 63 PAGE 259

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

COMMON MORTGAGES OF REAL ESTATE

BOOK 1359 PAGE 177

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

WHEREAS, William H. Cunningham and Elizabeth Farley Cunningham  
(hereinafter referred to as Mortgagor) 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 Eight Thousand  
Six Hundred Forty Dollars & No/100 Dollars (\$ 8640.00 ) due and payable  
in monthly installments of \$ 144.00, the first installment becoming due and payable on the 10th day of March, 19 76

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.  
iron pin joint rear corner of Lots 7 & 8; thence with the joint line of said lots,  
S 55-45 E. 180.4 feet to an iron pin on the northwest side of Buenavista Avenue;  
thence with the northwest side of said street N. 36-13 E. 65 feet to the beginning  
corner.

This is the same property conveyed to grantor by deed dated April 14, 1975 and recorded  
in the RMC Office for Greenville County in deed volume 1016, page 737, and is conveyed  
subject to applicable zoning ordinances and any recorded restriction, easements or  
rights of way or those shown on the plat or on the ground.

*5 p.m. 1/23/76*  
*39*  
*135206*  
*14th December 1976*  
*BY: [Signature]*

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident thereto, including 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 is a second mortgage, second only to the first mortgage held by Metropolitan  
Life Insurance Company.**

The Mortgagor 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, readvances 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 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 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 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 balance owing on the Mortgagee 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 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 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 its trust as receiver, shall  
apply the residue of the rents, the issues and profits toward the payment of the debt secured hereby.

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