

1426 406

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

Total Note: \$9,899.92
Total Adv.: \$5,535.24

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000

70 APR 1980

WHEREAS, Roy H. Hester and Ruby Hester

hereinafter referred to as Mortgagor) is well and truly indebted unto MOC Financial Services, Inc.

as successors and assigns forever (hereinafter 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 Nine thousand, eight hundred ninety nine & 92/100 Dollars (\$ 9,899.92) due and payable in monthly installments of \$ 103.02, the first installment becoming due and payable on the 10th day of May, 1978 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:

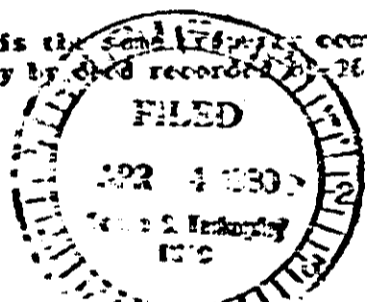
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums and other obligations for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, 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 a 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:

Located in Paris Mountain Township, Greenville County, State of South Carolina lying and being on northwestern side of Pinecrest Drive (formerly Little Texas Road) and having according to plat of property of Roy H. Hester and Ruby H. Hester prepared by Campbell and Clarkson Surveyors, Inc., dated July 19, 1977 the following metes and bounds description

Beginning at an iron pin on northwestern side of Pinecrest Drive (formerly Little Texas Road) and running N. 25-01E 27.4 feet to iron pin thence N. 61-31W 800.8 feet to old iron pin and stone, thence S. 1-S6W 763.7 feet to iron pin, thence S. 87-50E 165.4 feet to to iron pin, thence N. 13-34E 269.3 feet to an old iron pin, thence N6-48E 176.2 feet thence S77-47E 299 feet to iron pin, thence N59-54E 95 feet to an old iron pin, thence S58-28E 110 feet to iron pin, the point of beginning.

This is the same land conveyed from Raymond E. Hughey, Dorothy Hughey Burns, and Lois Hughey by deed recorded on 26-77 in Vol. 1063, page 484.



PAID AND SATISFIED IN FULL THIS 3rd DAY APRIL 19 80 BY: [Signature] Witness: [Signature]

Together with all and singular rights, tenements, 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 Mortgagor, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinafore 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:

- (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 mortgagor 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 amount 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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