

JUL 23 11 54 AM '76

BOOK 1373 PAGE 911 71 1166

STATE OF SOUTH CAROLINA COUNTY OF Greenville MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN: THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000.

WHEREAS, Frank H. Smith (hereinafter referred to as Mortgagor) is well and truly indebted unto MCC Financial Services, Inc. #38, P.O. Box 2852, Greenville, S.C. 29602, its successors and assigns forever (hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Four thousand one hundred and 64/100 Dollars (\$4,100.64) due and payable in monthly installments of \$85.43, the first installment becoming due and payable on the 15 day of September, 1976 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 Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, 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 Mortgagee 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 Mortgagee 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 Chick Springs Township, County of Greenville, State of South Carolina being shown and designated as lot number Nine (9) on plat of G. D. Collier, made by H. S. Brockman, surveyor, dated May 15, 1947 and recorded in Plat Book R page 21, Greenville County RMC Office and having the following courses and distances, to-wit:

BEGINNING at an iron pin, joint corner of lot numbers 9 and 10, on Dan Street and running thence S. 12-00 W., 71 feet to an iron pin, joint rear corner of Lots 9 and 10; thence N. 81-30 W., 50 feet to an iron pin, the rear corner of Lots 8 and 9; thence along the line of lot No. 8, N. 12-00 E., 72.2 feet to Dan Street; thence with Dan Street, S. 80-00 E., 50 feet to the beginning corner. This was received from the Estate of Ansel A. Coyle, Jr., on file in Greenville County Probate Office in File 1391 Apt. 1 and the same conveyed to Ansel A. Coyle, Jr., by deed recorded in deed Book 1010 page 670 Greenville County RMC Office. The within grantors agree that this consideration herein is to be paid over to Thomas W. Bye as Adm. C. T. A. of the Ansel A. Coyle, Jr., estate to be applied toward the debts of said estate. This property was sold at public auction on May 15, 1976 and the within grantee was the highest bidder.

PAID AND SATISFIED IN FULL THIS DAY SEP 2 1976 BY MCC FINANCIAL SERVICES, INC. [Signatures]

Together with all and singular rights, members, benefits, 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 fixed 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 Mortgagee covenants that it is lawfully seized of the premises hereabove 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:

- NONE payable claims in favor of, and in favor acceptable to the Mortgagee, and that it will pay all premiums thereof 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.
(2) 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 mortgagee debt.
(3) 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.
(4) 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 mortgagee 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.

116

4328 MV-2