COUNTY OF Greenville

STATE OF SOUTH CAROLINA ECHNIE S. TANKEIMORTGAGE OF REAL ESTATE

R.H. TO ALL WHOM THESE PRESENTS MAY CONCERN: CURFS FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000.

WHEREAS, Wil	Willie R. and Clara M. Gary				
· ·	to as Mortgagor) is well and truly indebted unto HCC Financial Services, Inc.				
Mortanan's promissory note	of even date herewith, the terms of which are in the delivery of the delivery	uccessors and assigns forever therein neorporated herein by reference, in	nafter referre	ed to as Mortg Eight th	igee) as evidenced by the ousand
three hundred s	xteen dollars and 81/100	Dollars (S	s <u>8316</u>	. 84) due and payable
	99.01 , the first installment becomin				
and a like installment become thereon from maturity at the	ning due and payable on the same day of each rate of seven per centum per annum, to be pai	successive month thereafter until- d on demand.	the entire in	debtedness has	been paid, with interes

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, 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 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 Mortgagor 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, hung and being in the State of South Carolina, County of Greenville

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being in the southeastern corner of the intersection of Howard Read and Poplar Drive and being known and designated as Lot No. 3 on a plat of Bryson Acres Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book "COO" at Page 128, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Howard Road, joint front corner of Lots 3 and 4 and running thence with the eastern side of Howard Road N. 18-12 W. 225 feet to an iron pin at corner of the intersection of Howard Road and Poplar Drive; thence with the curve of said intersection, the chord being N. 26-18 E. 35.3 feet to an iron pin on the southern side of Poplar Drive; thence with Poplar Drive the following courses and distances, to-wit: N. 71-18 E. 150 Feet; N. XX 71-h0 E. 69.9 feet; S. 63-49 E. 140 feet to an iron pin, the joint corner of Lots 3 and 5; thence with the common line of said Lots S. 25-00 W. 208.5 feet to a point, the common corner of Lots 3, 4, and 5; thence S. 71-18 M. 200 feet to an iron pin on the eastern side of Howard Road, the point of beginning.

This conveyande is subject to all restrictions, setback lines, readways, zoning ordinances, easements, and rights-of-way appearing on the property and/or of record.

This is a portion of that property conveyed to the Grantor herein by deed recorded in the RMC Office for fire and included light, the county's included Book apportening the Motor 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 rrow 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

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 hereira specifically stated otherwise as follows:

This is a second mortgage being subject to that first mortgage held by United Federal Savings and Loan.

The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe 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:

considered a part of the real estate.

- (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 Mortgage for not further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgager 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 mortgager 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 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.

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