

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 5 1976
DONNHE & ZANKESLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1382 PAGE 373

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

WHEREAS, William V. Foutz and Karol M. Foutz

(hereinafter referred to as Mortgagor) is well and truly indebted unto MCC Financial Services, Inc. P.O. Box 2852 Greenville, S.C. 29602, 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 Two thousand four hundred and 00/100 Dollars (\$ 2,400.00) due and payable in monthly installments of \$ 100.00, the first installment becoming due and payable on the 01 day of December, 19 76

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 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, lying and being in the State of South Carolina, County of Greenville, to wit:

All that certain piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, near the City of Greenville, being known and designated as Lot 25 of a subdivision known as McSwain Gardens, a plat of which is of record in the RMC Office for Greenville County in Plat Book CG, at page 75, and having the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern side of Shannon Drive at the joint corner of Lots 24 and 25 and running thence N. 43-40 E., 170.4 feet to a point at the joint rear corner of Lots 24 and 25; thence S. 46-20 E. 108.7 feet to a point on the western side of Mimosa Drive at the joint corner of Lots 25 and 26; thence with the western side of Mimosa Drive S. 13-02 W. 64.3 feet to a point; thence continuing with the western side of Mimosa drive S. 05-30 W. 126 feet to a point; thence following the curvature of the intersection of Shannon Drive with Mimosa Drive (the chord of which is S. 69-57 W. 17.5 feet) to a point; thence with the northeastern side of Shannon Drive N. 46-20 W. 210.2 feet to the point of beginning.

This conveyance is made subject to such easements, rights-of-way and restrictions of record or as appear on the premises.

This is the same property conveyed unto Grantors herein by deed from Jack E. Shaw Builders, Inc. dated December 06, 1971 and recorded December 06, 1971.

Together with all and singular rights, members, 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 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, being subject only to that first held by Fedelity Federal Savings and Loan.

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 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 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.