STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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

WHEREAS,	Ruby M. Gosnell and	Michael E. Gosnell		
(hereinafter referred to 25 M	lortgagor) is well and truly indebted unto	MCC Financial Serv	vices, Inc. P. 0	Box 2852
	C. 29602			
Mortgagor's promissory not one hundred fifty	e of even date herewith, the terms of which yesix & 44/100	th are incorporated herein by refer	rence, in the principal sum of	14) plus interest of
Four hundred thir	ty-three & 88/100	Dollars (\$443.	88) due and paya	ble in monthly installments of
	, the first installment becoming due an			
installment becoming due a	and payable on the same day of each suc	cessive month thereafter until the	entire indebtedness has been pa	ild, with interest thereon from
maturity at the rate of sever	n per centum per annum, to be paid on de	mand.		

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 MFN. 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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 Mortgagoe 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 Mortgagoe, its successors and assigns:

ALL that certain piece, purcel or lot of land, which all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of <u>Greenville</u>, to wit: On the eastern side of Church Street in Greenville Township, County of Greenville, State of South Carolina, being known and designated as Lot A as shown on a plat prepared by C.C. Jones, Engineer, dated November 28, 1960, entitled "Property of Charles J. Spillane", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "UU", at page 136, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Church Street at the joint front corner of Lots A and B, and running thence with th line of Lot B N. 76-05 E. 41 feet to an iron pin on the P & N right-of-way N. 3-21 W. 71.1 feet to an iron pin; thence S. 57-05 W. 63.1 feet to an iron pin on the eastern side of Church Street; thence with the eastern side of Church Street S. 21-20 E. 67 feet to the point of beginning.

This is the same property conveyed from Charles J. Spillane by deed recorded 05/10/76 in Vol.

1036, page 17.



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 bereafter 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 Mortgapee, 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:

MCC Financial Services, Inc. in the amount of \$4281.60 recorded 08/24/78 in Vol. 1442, page 263.

The Mortpaper further covenants to warrant and forever defend all and singular the said premises unto the Mortgaper forever, from and against the Mortgaper and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further coverants 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 conceants herein. This mortgage shall also secure the Mortgagee for any further learns, advances, readvances or credits that may be made hereafter to the Mortgagee 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 bereafter 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 mortgagee 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 field by the Mortgagee, and have attached therete 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.
- 43) That it will keep all improvements now existing or hereafter creeted 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 mortgaged 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.

1957 T. C. Lander H. Brand

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