

GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

14 23 12 32 PM '79
S. TANKERSLEY
S.H.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000



BOOK 69 PAGE 226

BOOK 1455 PAGE 853

WHEREAS, Danny J. Jones and Vicki H. Jones

(hereinafter referred to as Mortgagor) is well and truly indebted unto ECC Financial Services, Inc., P. O. Box 2852, 123 W. Antrim Dr., Greenville, S. C., 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 principal sum of Eleven thousand Two hundred sixty-five and 90/100 Dollars (\$ 11,265.90) plus interest of Six thousand two hundred forty and 54/100 Dollars (\$ 6,240.54) due and payable in monthly installments of \$ 208.41, the first installment becoming due and payable on the 1st day of March, 19 79 and each 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 (such as insurance premiums, public assessments, repairs or for any other purpose) Riddle, R.L.S. dated December 1965, and recorded in the RMC Office for Greenville County in Plat Book 000, at Page 55, and having the following metes and bounds to-wit:

By: [Signature]
BEGINNING at a point on the eastern side of Hickory Lane, joint front corner of Lots Nos. 64 and 65 and running thence with the eastern side of Hickory Lane 47.30 feet to a point; thence continuing with the eastern side of Hickory Lane 58.00 feet to a point; thence 48.8 feet to a point at the joint front corner of Lots Nos. 65 and 66; thence 188.9 feet to a point at the joint rear corner of Lots Nos. 65 and 66; thence 47.8 feet to a point at the joint rear corner of Lots Nos. 64 and 65; thence 47.8 feet to a point on the eastern side of Hickory Lane, the point of beginning.

This is the same property conveyed from J. Odall Shaver by deed recorded May 26, 1973, in Vol. 1281, page 321, Book 1455, page 853.

Excell
Donnie S. Tankersley



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 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 Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is fully 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: First Federal Savings & Loan in the amount of \$33,600.00 Recorded 6/12/73, in Vol. 1281, page 321, directly to the Mortgagee, to the extent of the balance owing on the Mortgage 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 mortgagor's 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.