

1691

FILED
GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } 13 20 AM '81
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000.
R.M.C.

060900
Total : \$20,832.00
Advance: \$11,002.27
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WHEREAS, Manie Bernice P. Stovall
hereinafter referred to as Mortgagor) is well and truly indebted unto Associates Financial Services Company of South Carolina, Inc., its successors and assigns 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 principal sum of Eleven thousand, two & 27/100 Dollars (\$ 11,002.27) plus interest of Nine thousand eight hundred twenty-nine & 73/100 Dollars (\$ 9829.73) due and payable in monthly installments of \$ 217.00 the first installment becoming due and payable on the 20th day of May 1981.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its heirs, successors and assigns forever. THIS MORTGAGE COVENANT is made in full satisfaction of the premises hereinabove described in fee simple absolute, that the Mortgagor 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:

AUG 23 1981
AUG 23 1981
R.M.C.
ASSOCIATES FINANCIAL SERVICES COMPANY OF SOUTH CAROLINA, INC.
Manie Bernice P. Stovall
Bernice & Lundy
R.M.C.

The Mortgagee further covenants to warrant and defend all and singular the said premises unto the Mortgagee, its heirs, successors and assigns against the Mortgagee and all persons whomsoever lawfully claiming the same by any part thereof.

The Mortgagee 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, rebates 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 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 favor acceptable to the Mortgagee, and that it will pay all premiums thereon 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 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 mortgage 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 mortgagee and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall supply the residue of the rents, the issues and profits toward the payment of the debt secured hereby.

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