

REAL ESTATE MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

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WHEREAS, Edgar L. Winchester, Jr., and Mary E. Winchester (hereinafter called the mortgagor), in and by his certain promissory note of even date, recorded and held and bound unto Barclays American Corporation, doing business as BARCLAYS AMERICAN CORPORATION R.M.C.

Barclays American Financial, (hereinafter called the mortgagee) for the payment of the full and just sum of Two Thousand Seven Hundred Sixty-Six and 07/100 - - - - - (\$ 2,766.07) Dollars, plus finance charge, with the first installment

due and payable on October 4, 19 80 and the final installment being due September 4, 19 83 as in and by the

promissory note, reference being had thereto, will more fully appear. The Amount Financed is Two Thousand Seven Hundred

Sixty-Six and 07/100 - - - - - (\$ 2,766.07) Dollars.

NOW, KNOW ALL MEN BY THESE PRESENTS: That the mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to the mortgagee according to the condition of the note, and also in consideration of the further sum of THREE (\$3.00) DOLLARS to the mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the mortgagee, its successors, heirs and assigns, the real property described as follows:

ALL that certain piece, parcel, or lot of land, situate, lying and being on the northeastern side of Theodore Drive, Greenville County, South Carolina, being shown and designated as Lot 12 on a Plat of CAROLINA HEIGHTS, recorded in the RMC Office for Greenville County in Plat Book BBB, at Page 29, and having, according to a recent survey by Freeland & Associates, dated August 8, 1978, the following metes and bounds:

BEGINNING at an iron pin on the northeastern side of Theodore Drive at the joint front corner of Lots 11 and 12, and running thence with the common line of said Lots, N 41-38 E, 148.5 feet to an iron pin; thence with the rear line of Lot 12, N 48-52 W, 231.6 feet to an iron pin, joint rear corner of Lots 12 and 13; thence with the common line of said Lots, S 11-38 W, 170.2 feet to an iron pin on the northeastern side of Theodore Drive; thence with said Drive, S 48-22 E, 147.0 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above property.

This is the same property conveyed to the Mortgagors herein by deed of George R. Huskey, Jr. and Karen M. Huskey, recorded August 15, 1978 in Deed Book 1085, at Page 256.



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TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.
TO HAVE AND TO HOLD, all and singular the premises unto the mortgagee, its successors, heirs and assigns forever.

AND the mortgagor does hereby bind himself and his heirs and successors to warrant and forever defend all and singular the premises unto the mortgagee, its successors, heirs and assigns, from and against himself and his heirs and successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties that the mortgagor, his heirs and successors and assigns, shall keep any building erected on the premises insured against loss and damage by fire for the benefit of the mortgagee, for an amount and with such company as shall be approved by the mortgagee, its successors, heirs and assigns, and shall deliver the policy to the mortgagee; and in default thereof, the mortgagee, its successors, heirs or assigns may, but have no duty to, effect such insurance and reimburse themselves under this mortgage for the expense thereof, together with interest thereon at the rate provided in the note from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the mortgagee, its successors, heirs and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the parties, that if the mortgagor, his heirs and successors or assigns, shall fail to pay all taxes and assessments upon the premise when they shall first become payable, then the mortgagee, its successors, heirs or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon at the rate provided in the note from the date of such payment.

AND IT IS AGREED, by and between the parties that upon any default being made in the payment of the note or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes a lien upon the real property when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the mortgagee, its successors, heirs or assigns, although the period for the payment thereof may not then have expired.

AND IT IS AGREED, by and between the parties that should legal proceedings be instituted for the collection of the debt secured hereby, then the mortgagee, its successors, heirs or assigns, shall have the right to have a receiver appointed of the rents and profits of the premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the trust as receiver, shall apply the residue of the rents and profits towards the payment of the debt secured hereby.

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