

James H. & Judy H. Lister
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REAL ESTATE MORTGAGE
GREENVILLE
9 27 AM '81
SONNIE S. TANKERSLEY
R.M.C.

BOOK 1531 PAGE 949

WHEREAS, JAMES H. & JUDY H. LISTER (hereinafter called the mortgagor), in and by his certain promissory note of even date, stands firmly held and bound unto Barclays American Corporation, doing business as

Barclays American Financial, (hereinafter called the mortgagee) for the payment of the full and just sum of SIX THOUSAND THREE HUNDRED THIRTEEN DOLLARS AND 64/100 (i.e. 6,313.64) Dollars, plus finance charge, with the first installment due and payable on MARCH 10, 1981, and the final installment being due FEBRUARY 10, 1987, as in and by the promissory note, reference being had thereto, will more fully appear. The Amount Financed is SIX THOUSAND THREE HUNDRED THIRTEEN DOLLARS AND 64/100 (i.e. 6,313.64) 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 (\$300) 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 PIECE, PARCEL OR LOT OF LAND LYING, BEING AND SITUATE IN CHICK SPRINGS TOWNSHIP, COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, ABOUT TWO MILES SOUTHWEST OF GREEP, ON THE NORTH SIDE OF WEST ROAD, AND HAVING THE FOLLOWING COURSES AND DISTANCES, TO-WIT:

BEGINNING ON A STAKE IN THE WEST ROAD, THE SOUTHEAST CORNER OF LOT CONVEYED BY KIEITH SMITH TO GEORGE KENNETH REID BY DEED RECORDED IN DEED BOOK 611, PAGE 104, GREENVILLE COUNTY R.M.C. OFFICE AND RUNNING THENCE WITH THE REAR LINE OF SAID LOT, N. 21-11 E. 16 FEET TO AN AN IRON PIN ON THE NORTH BANK OF SAID WEST ROAD; THENCE CONTINUING WITH THE SAME COURSE FOR A TOTAL DISTANCE OF 172 FEET TO PIN, THE NORTHEAST CORNER OF THE REID LOT; THENCE WITH THE CONTINUATION OF THE NORTH LINE OF REID LOT, S. 70-21 E. 179 FEET TO AN IRON PIN ON THE LINE OF THE FORMER JAMES PROPERTY; THENCE WITH SAID LINE, S. 34-20 W. 210 FEET TO A NAIL AND CAP IN THE CENTER OF WEST ROAD; THENCE WITH THE SAID ROAD, N. 56-20 W. 130.3 FEET TO THE BEGINNING CORNER AND CONTAINING 63/100 OF AN ACRE, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO THE MORTGAGORS HEREIN BY GARY R. PEACOCK, SAID DEED BEING DATED 9/3/76, AND RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY IN DEED BOOK 1042, PAGE 435.

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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 a fire insurance and contribution between the parties, that the mortgagee, its successors, heirs and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid as an 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 premises 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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