

REAL ESTATE MORTGAGE

BOOK 1532 PAGE 135

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FEB 9 8 59 AM '81

DONN L. FASSERSLEY R.M.C.

WHEREAS, FURMAN R. GRAY (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 TEN THOUSAND NINE HUNDRED SIXTY ONE AND 17/100----- \$ 10,961.17 Dollars, plus finance charge, with the first installment

due and payable on March 9, 1981 and the final installment being due February 9, 1987 as in and by the

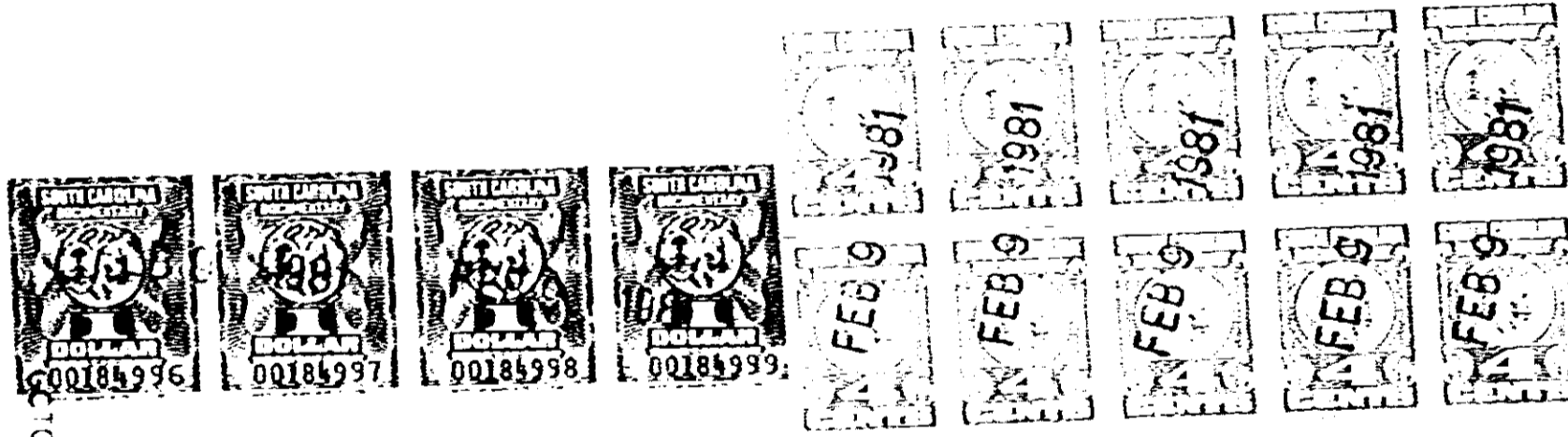
promissory note, reference being had thereto, will more fully appear. The Amount Financed is TEN THOUSAND NINE HUNDRED SIXTY ONE DOLLARS AND 17/100----- \$ 10,961.17 Dollars

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 certain lot of land in Greenville County, Greenville Township, State of South Carolina, on the Northern side of Lowndes Hill Road near the City of Greenville, being shown as Lot No. 45 on Plat of Dixie Heights made by G. M. Furman, Jr., recorded in the RMC Office for Greenville County in Plat Book "M", at [page 46, and described as follows:

BEGINNING at a stake on the Northern side of Lowndes Hill Road, 101.5 feet East from Central Avenue at corner of Lot No. 44, and running thence with the line of said lot, N. 43-12 E. 146.28 feet to a stake in line of Lot No. 42; thence with the line of said Lot, S. 46-48 E. 50 feet to a stake in line of Lot No. 46; thence with the line of said Lot, S. 43.12 W. 137.16 feet to a stake on the northern side of Lowndes Hill Road; thence with the northern side of Lowndes Hill Road, N. 56-38 W. 50-75 feet to the beginning corner.

THIS is the same property conveyed to the mortgagor herein by deed of Ernest C. Turner, dated February 26, 1952, and recorded on February 27, 1952, in Deed Book 452 at page 109.



TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises being granted 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 assigns 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 assigns, 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 created 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 and 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 their 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 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 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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