

PH '82

REAL ESTATE MORTGAGE

1392 540

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

L. W. C. BLACK & SONS

WHEREAS, **CHARLES F. BLACK and ETHEL L. BLACK**

(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 THREE THOUSAND FIVE

HUNDRED SEVENTY DOLLARS & 77/100 (\$ 3,570.77) Dollars, plus finance charge, with the first installment

due and payable on March 2, 19 82 and the final installment being due February 2 19 86 as in and by the

promissory note, reference being had thereto, will more fully appear. The Amount Financed is THREE THOUSAND FIVE HUNDRED

SEVENTY DOLLARS AND 77/100 ----- \$ 3,570.77) 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 heirs and assigns, the real property described as follows:

ALL that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on plat prepared for Charles F. Black and Ethel I. Black by Carolina Surveying Company, originally dated November 30, 1973, and revised December 11, 1973, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Pendleton Road, which point is 118.5 feet from the intersection of Pendleton Road with Clemson Avenue and running thence N. 34-0 E. 233 feet to an iron pin; thence S. 52-17 E. 67.5 feet to an iron pin; thence S. 20-22 W. 56.8 feet to an iron pin on Pendleton Road; thence with Pendleton Road, N. 79-32 W. 16 feet to an iron pin; thence continuing with Pendleton Road, N/ 68-40 W. 102.7 feet to the point of beginning.

THIS is a portion of the property conveyed to the Grantor's herein by deed of Glen F. Shead and Dwight L. Shead, dated December 14, 1973, and recorded December 26, 1973, in the RMC Office for Greenville County in Deed Book 991 at Page 227.



0210
11-17
02
040
4.00(11)

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 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 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 heirs and assigns, and shall deliver the policy to the mortgagee, and in default thereof, the mortgagee, its heirs and assigns, may cause the same to be paid, together with all penalties and costs incurred therein, 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 its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the mortgagee, its 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 any taxes and assessments upon the premises when they shall first become payable, then the mortgagee, its heirs and assigns, may cause the same to be paid, together with all penalties and costs incurred therein, 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 heirs and 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 heirs and 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

0540

4328 RV-21