REAL ESTATE MORTGAGE

1528 355

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

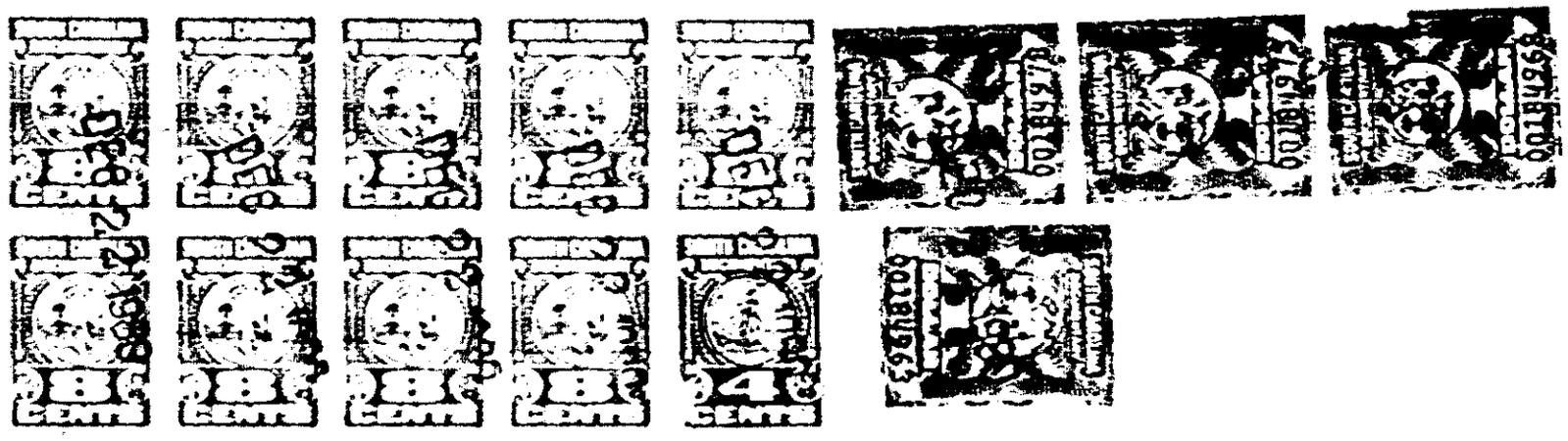
WHEREAS, JAMES A. ROBINSON AND JACQUELINE ANN ROBINSON (hereinafter called the mortgagor) in and by his certain promissory note of even date herewith, duly sealed and delivered unto Barclays American/Financial Corporation, doing business as Barclays American Financial (hereinafter called the mortgagee) for the payment of the full and just sum of ELEVEN THOUSAND EIGHT HUNDRED THIRTY EIGHT DOLLARS &06/100 ($ 11,838.06) Dollars, plus finance charge, with the first installment due and payable on January 23, 19 81 and the final installment being due December 23, 19 86, as in and by the promissory note, reference being had thereto, will more fully appear. The Amount Financed is ELEVEN THOUSAND EIGHT HUNDRED THIRTY EIGHT DOLLARS AND NO/100---------- ($ 11,838.06) 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, his successors, heirs and assigns, the real property described as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 7 and 8 as shown on plat for Gus Kondros, which plat is of record in the RMC Office for Greenville County, S. C., in Plat Book LL, at Page 129, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a stake on the western side of Kondros Circle, which stake is 743.3 feet south from Boling Road, at corner of Lot No.6; running thence down joint line of siad lots B. 81-02 W. 165 feet toa stake; running thence S. 81-02 E. 165 feet to a stake on Kondros Circle; running thence with western side of Kondros Circle N. 08-58 E. 180 feet to beginning corner.

THIS is the same property conveyed to the mortgagors herein by deed of Eva D. Wardlaw, dated February 15, 1973, and recorded in Deed Book 967 at Page 477, in the RMC Office for Greenville County.



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, his 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, his 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, his successors, heirs and assigns, and shall deliver the policy to the mortgagee, and in default thereof, the mortgagee, its, his 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, his 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, his 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, his 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, his 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.

Form 510 Rev. 1 80

4328 RV.2