

941 N. ...
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REAL ESTATE MORTGAGE

BOOK 1531 PAGE 859

GREENVILLE S.C.
9 23 AM '81
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, HERACE M CRAIG JR AND LUCY V CRAIG (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 THIRTEEN THOUSAND SEVEN HUNDRED FIFTY-FOUR AND 95/100 (\$13,754.95) Dollars, plus finance charge, with the first installment due and payable on MARCH 6 19 81 and the final installment being due FEBRUARY 6 19 80 as in and by the promissory note, reference being had thereto, will more fully appear. The Amount Financed is THIRTEEN THOUSAND SEVEN HUNDRED FIFTY - FOUR AND 95/100 (\$13,754.95) 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 LOCATED IN THE COUNTY OF GREENVILLE STATE OF SOUTH CAROLINA AND LYING AND BEING ON THE WEST SIDE OF GAIL AVENUE, BEING SHOWN AS LOT 46 OF VALLEYHAVEN ACRES, SECTION NO. 4, ACCORDING TO A PLAT ENTITLED "/PROPERTY OF W. DENNIS SMITH/", SAID PLAT BEING DATED JULY 10, 1970 AND RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK M, AT PAGE 127, AND HAVING ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN ON THE WESTERN EDGE OF GAIL AVENUE, THE JOINT FRONT CORNER OF LOTS 46 AND 47 AND RUNNING THENCE WITH THE LINE OF LOT 47, N. 80-57 W. 200 FEET TO AN IRON PIN, THENCE S. 1-00 W. 100 FEET TO AN IRON PIN AT THE JOINT REAR CORNER OF LOTS 46 AND 47, THENCE WITH THE LINE OF LOT 46, S. 40-54 E. 200 FEET TO A POINT ON THE WESTERN EDGE OF GAIL AVENUE, THENCE WITH GAIL AVENUE, N. 1-00 E. 100 FEET TO AN IRON PIN, THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE INTERESTS HEREIN BY DEED OF MAX DON SLIAN AND ELSIE MAE MOH. SLIAN, SAID DEED BEING DATED JULY 17, 1973 AND RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY IN DEED BOOK 106, AT PAGE 121.

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TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging or in any wise 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 such payment. And it is further agreed, in the event of a fire, insurance and other loss between the parties, that the mortgagee, its successors, heirs and assigns, shall not be entitled to recover from the proceeds of the insurance or loss to be paid as a result of 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 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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