

# REAL ESTATE MORTGAGE

GREENVILLE, S. C.

BOOK 1546 PAGE 529

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

JUL 12 AM '81

WHEREAS, JAMES W. SANDERS AND MARY A. SANDERS (hereinafter called the mortgagor), in and by his certain promissory note of even date, stands fully 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 TWO

HUNDRED FORTY ONE DOLLARS & 74/100 (\$ 10,241.74 ) Dollars, plus finance charge, with the first installment

due and payable on August 13, 1981 and the final installment being due July 13, 1989 as in and by the

promissory note, reference being had thereto, will more fully appear. The Amount Financed is TEN THOUSAND TWO HUNDRED FORTY

ONE DOLLARS AND 74/100 ----- (\$ 10,241.74 ) 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 in Paris Mountain Township, Greenville County, State of South Carolina being designated as a portion of Lot #6 and a portion of Lot #5 of Section II of a subdivision of the property of Blue Ridge Realty Company, Inc., known as "Fenwick Heights," the same as shown on a plat thereof - prepared by Piedmont Engineering Service, March, 1959, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 00 at pages 44 and 45 and having the following metes and bounds:

BEGINNING at an iron pin on the southwestern side of Fairlawn Circle at the joint corner of Lots 6 and 7 and running thence along the northwestern side of Fairlawn Circle, N. 36-35 W., 38.8 feet to a curve (the traverse being N. 56-23 W. 61.2 feet to a point; thence S. 51-22 W. 176.9 feet to a point; thence S. 35-46 E. 90.0 feet to an iron pkn; thence N. 53-27 E., 198.3 feet to the point of beginning.

THIS is the same property conveyed to the Mortgagor's herein by deed of J. A. Wyatt, dated March 30, 1965, and recorded March 31, 1965, in the in the R.M.C. Office for Greenville County in Deed Book 770 at Page 281.



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, 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 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 heirs and 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 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.



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