

REAL ESTATE MORTGAGE

vol 1640 666

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

GREEN, INC. S.C.

WHEREAS, **Norris Bridwell** and **Sarah Williams**, **DOING** business at **Bethel, Maine**, **DEBTOR**, in and by his certain promissory note of even date, stands fully bound unto **Barclays American Financial Inc.** (hereinafter called the mortgagor), in and by his certain promissory note of even date, stands fully bound unto **Barclays American Financial Inc.** (hereinafter called the

R.M.C. 17. Seventeen Thousand Six Hundred Forty and No/100

\$17,640.00 Dollars, plus finance charge, with the first installment due and payable on **January 23** 1984, and the

The Amount Financed is **Eleven Thousand Thirteen and 19/100**
(\$11,013.19) 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

receipt by payment of the sum so paid by the mortgagor in hand well and truly paid by the mortgagor at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has received, bargained sold and released, and by these presents does grant, bargain, sell and release unto the mortgagee, its his successors,

acknowledged, has granted, bargained, sold and delivered unto me, his heirs and assigns, the real property described as follows:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be made thereon, lying and being in the State of South Carolina, County of

constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 76 of a subdivision known as Cutler Ridge as shown on plat thereof, prepared by C. O. Riddle, entitled, "Cutler Ridge near Greenville, South Carolina," dated 11/25/62 and recorded in the R.M.C. Office for Greenville County, in Plat Book YY at Page 107 and having such metes and bounds, to-wit:

BEGINNING at a point on the Southern side of Alhambra Boulevard at the joint front corners of Lots 76 and 45 and running thence, N. 26-09 E. 125 feet to an iron pin at the joint corners of Lots 76, 66 and 45; thence N. 63-51 W. 80 feet to an iron pin at the joint rear corner of Lots 76 and 45; thence S. 26-09 W. 125 feet to an iron pin at the joint front corner of Lot 76 and 75 on Alhambra Boulevard, running thence along said Boulevard, S. 63-51 E. 80 feet to an iron pin, the point of Beginning.

This being the identical property conveyed to the mortgagors herein by deed of Louise Vaughn, dated 10/26/77 and recorded 10/27/77 in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1067, at Page 437.

The mortgage is junior in line to the mortgage of Norris Bridwell and Sarah Williams to Milford E. Carter in the original amount of \$3,300.00 and dated 10/27/77 and recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1414, at Page 69.

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TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining, to the same, now and forever.

TO HAVE AND TO HOLD in fee simple, the premises as the same appear at the time of recording.

AND the mortgagor does hereby bind himself and his heirs and successors to warrant and defend all the property herein described to the mortgagee its heirs 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 mortgagee, 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, or his successors, heirs and assigns, and shall deliver the policy to the mortgagee, and in default thereof, the mortgagee, his 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 prescribed 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, his successors, heirs and assigns, shall be entitled to receive from the aggregate of the insurance money to be paid a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, that if all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a tenancy in common or joint tenancy subordinate to this Mortgage, (b) the creation of a purchase money security interest in household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagor's option, declare all the sums secured by this Mortgage to be immediately due and payable and Mortgagee may foreclose this Mortgage accordingly. Mortgagor shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagor and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

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, his successors, heirs or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under the 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 rate 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, or 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, as his successors, heirs or assigns, shall have the right to have a receiver appointed of the rents and profits of the premises, as so agreed, and the mortgagee, as his successors, heirs or assigns, shall have the right to have a receiver appointed of the rents and profits of the premises, as so agreed, and the execution of the trust in receiver shall apply the credits of the rents and profits towards the discharge of the debts so contracted.

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