

MORTGAGE

This form is used in connection with mortgage insured under the new, bi-laterally negotiated provisions of the National Housing Act.

FILED
REC. S. C.
GREENVILLE
MAY 15 1984
MAY 15 1984

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ORLAND E. BARBREY and BARBARA H. BARBREY of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings.

WHEREAS, the Mortgagor is well and truly indebted unto BANKERS MORTGAGE CORPORATION

a corporation organized and existing under the laws of South Carolina, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of SIXTY THREE THOUSAND THREE HUNDRED EIGHTEEN AND NO/100 Dollars (\$63,318.00).

with interest from date at the rate of Twelve and One Half per centum (12.50%) per annum until paid, said principal and interest being payable at the office of Bankers Mortgage Corporation in Florence, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of SIX HUNDRED SEVENTY-SIX AND 24/100 Dollars (\$676.24), commencing on the first day of February, 1984, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2014.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land, with all improvements thereon or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Western side of Howell Circle, being shown and designated as Lot No. 37 on a plat of Spring Forest, Section 11, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BBB, Page 34, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Western side of Howell Circle at the joint corner of Lots Nos. 36 and 37 and running thence along the common line of said lots, S. 71-44 W. 168 feet to an iron pin; thence S. 31-42 E. 134.3 feet to a point on the Northern side of Setfair Lane; thence with said side of Setfair Lane N. 70-25 E. 100 feet to a point; thence with the intersection of Setfair Lane with Howell Circle and following the curvature thereof, the chord being N. 33-41 E. 35.35 feet to a point; thence along Howell Circle N. 11-19 W. 51.3 feet to a point; thence N. 15-18 W. 55.8 feet to the point of beginning.

This is the same property conveyed to the Grantors by deed of Mildred N. Washell dated September 24, 1971, recorded in the RMC Office for Greenville, S.C. in Deed Book 926, Page 20.

This is the same property conveyed to Orland E. Barbrey and Barbara L. Barbrey (who is the same person as Barbara H. Barbrey, Mortgagor) from James J. Malone and Glenna F. Malone April 9, 1973, recorded May 17, 1973 in the RMC Office for Greenville County in Deed Book 974 at Page 759.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privity is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity, provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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