

300-1029-10280

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

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STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James E. Barry, by his attorney in fact, Jane Alyson McCutcheon, and H. Michele Barry, by her attorney in fact, Jane Alyson McCutcheon, hereinafter called the Mortgagor, send(s) greetings: Quaynabo, Puerto Rico

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 Fifty-four Thousand Five Hundred and no/100 Dollars (\$ 54,500.00).

with interest from date at the rate of Thirteen per centum (13 %) 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 Three and 32/100 Dollars (\$ 603.32), commencing on the first day of November, 19 83, 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 October, 2013

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 any and all improvements thereon, lying and being situated on the Southeastern side of Devonwood Court, in Greenville County, South Carolina, being shown and designated as Lot No. 70 on a Plat of CAMBRIDGE PARK dated June 1, 1972, by Dalton & Neves, Engineers, and recorded in Plat Book 4R at Page 11 in the RMC Office for Greenville County, and having according to said Plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeastern side of Devonwood Court, joint front corner of Lots 69 and 70, and running thence with the joint line of said Lots South 26-22 E. 125 feet to an iron pin, joint rear corner of Lots 69 and 70; thence South 69-02 W. 85.4 feet to an iron pin, joint corner of Lots 70, 71, 75, and 76; thence North 26-22 W. 117 feet to an iron pin in the Southeast side of Devonwood Court, joint front corner of Lots 70 and 71; thence along the Southeast side of Devonwood Court North 63-38 E. 85 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above-described property.

This the identical property conveyed to James E. Barry and H. Michele Barry by George J. Schneider, Jr. and Richard C. McEwan by Deed dated and recorded April 30, 1981 in Deed Book 1147 at Page 168 in the RMC Office for Greenville County.

See Special Powers of Attorney of the Mortgagors recorded in Deed Book 1197 at Page 813 and Deed Book 1197 at Page 869.

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 an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege 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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