

FILED
S.C.

BOOK 1533 PAGE 663

MORTGAGE

APR 30 11 41 AM '81
DONALD S. LANIERSLEY
R.M.C.

THIS MORTGAGE is made this 30th day of April 1981 between the Mortgagor, James E. Barry and H. Michele Barry (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Seven Thousand Seven Hundred and No/100 (\$27,700.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 30, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2011

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville on the Southeastern side of Devonwood Court, being shown and designated as Lot No. 70 on a Plat of CAMBRIDGE PARK, dated June 1, 1972, made by Dalton & Neves, Engineers, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4R, Page 11, 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 Nos. 69 and 70 and running thence with the joint line of said Lots, S. 26-22 E., 125 feet to an iron pin, joint rear corner of the aforementioned lots; thence running S. 69-02 W., 85.4 feet to joint rear corner of Lots Nos. 70, 71, 76 and 75; thence running with the joint line of Lots Nos. 70 and 71, N. 26-22 W., 117 feet to a point on the Southeastern side of Devonwood Court; thence running with said side of Devonwood Court, N. 63-38 E., 85 feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of George J. Schneider, Jr. and Richard C. McEwan of even date, to be recorded herewith.

This Mortgage is executed by Jane Alyson McCutcheon, as Attorney in Fact for James E. Barry pursuant to Special Power Of Attorney To Purchase And Sell Real Estate executed by James E. Barry and recorded in the RMC Office for Greenville County in Deed Book 1122, at Page 922 and as Attorney in fact H. Michele Barry pursuant to Special Power of Attorney To Purchase And Sell Real Estate executed by H. Michele Barry and recorded in the RMC Office for Greenville County in Deed Book 1122, at Page 919.

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which has the address of Lot #70, 106 Devenger Place, Greer, S.C. 29651 (City) (herein "Property Address"); (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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