

Mortgagee's Mailing Address: 106 Devenger Place, Greer, S.C. 29651

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

BOOK 1539 PAGE 687
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James E. Barry and H. Michele Barry

(hereinafter referred to as Mortgagor) is well and truly indebted unto George J. Schneider, Jr. and Richard C. McEwan

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Twenty-Three Thousand Five Hundred and No/100-----Dollars (\$ 23,500.00) due and payable

on or before June 1, 1984

with interest thereon from even date at the rate of thirteen (13%) per centum per annum, to be paid: in accordance with the terms of the aforesaid promissory note.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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:

"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,

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., 35.4 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 Purusant 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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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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

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

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