

P.O. Box 1268
Greenville, S.C.

FILED
GREENVILLE CO. S. C.

BOOK 1412 PAGE 535

OCT 11 10 04 AM '77

DONNIE S. TANKERSLEY
R.M.C.
MORTGAGE

First Mortgage on Real Estate

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MICHAEL MAYBERRY AND LYNN M. MAYBERRY,
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of **Thirty-Seven Thousand and No/100** - - - - - DOLLARS

(\$ 37,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is **thirty (30)** years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, City of Simpsonville, on the Southern side of Brentwood Way, being known and designated as Lot 135 on plat of Brentwood, Section III, made by Piedmont Engineers, Architects & Planners dated November 15, 1973, recorded in the R.M.C. Office for Greenville County in Plat Book 5-D at Page 42, and having, according to said plat, the following metes and bounds, to-wit:

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3000A

BEGINNING at an iron pin on the Southern side of Brentwood Way, joint front corner of Lots No. 134 and 135 and running with the common line of said Lots, S. 29-33 E. 130.4 feet to a point in or near the centerline of a stream; thence with a branch as the line, the traverse lines of which are S. 0-21 W. 66.85 feet to a point and N. 81-35 W. 97.65 feet to a point, joint rear corner of Lots No. 133 and 135; thence with common line of said Lots, N. 29-30 W. 131.91 feet to a point on Brentwood Way; thence with the Southern side of Brentwood Way, N. 60-29 E. 83.3 feet to a point; thence continuing with said Southern side of Brentwood Way, N. 67-18 E. 27 feet to the point of beginning.

Subject to restrictions and rights-of-way of record.

Being the same property conveyed to the Mortgagor herein by deed recorded even date herewith in Deed Book 1066, Page 530, Office of the R.M.C. for Greenville County.

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In addition to the together with the monthly payments of principal and interest under the terms of the Note secured hereby, the Mortgagor promises to pay to the Mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium* 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 any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

* for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

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