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DONNIE S. TANNERSLEY
R.H.C.

MORTGAGE

1400 14707

THIS MORTGAGE is made this 1st day of November 1979, between the Mortgagor, BILLY C. BARBARY and MARIAN A. BARBARY (herein "Borrower"), and the Mortgagee, FIDELITY 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").

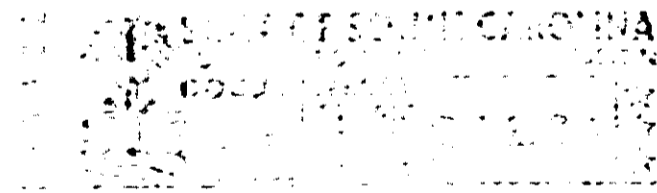
WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY THOUSAND FIVE HUNDRED TWENTY-TWO AND 51/100 (\$30,522.51) Dollars, which indebtedness is evidenced by Borrower's note dated November 1, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2003

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 situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 23 on plat of CUNNINGHAM ACRES, recorded in the RMC Office for Greenville County in Plat Book BBB, Page 118, and also as shown on a more recent survey entitled, "Property of Billy C. Barbary and Marian A. Barbary", prepared by Freeland & Associates, dated October 29, 1979 and recorded in Plat Book 7K, Page 65, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Gary Avenue, joint front corner of Lots 22 and 23 and running thence with the common line of said lots, S 5-20 W 165.0 feet to an iron pin; thence turning and running along a portion of Lot 28 and a portion of Lot 27, N 84-40 W 110.0 feet to an iron pin; thence along the common line of Lots 23 and 24, N 5-20 E 165.0 feet to an iron pin on the southern side of Gary Avenue; thence turning and running along said Gary Avenue, S 84-40 E 110.0 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Daniel A. Barr, by his Power of Attorney, Polly D. Barr, to be recorded of even date herewith.



which has the address of 6 Gary Avenue, Taylors, S.C. 29687 (Street) (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 seized 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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