

GREENVILLE CO. S. C.  
101 E. Washington  
Nov 1 4 07 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

St., P.O. Box 1268

Greenville, S. C. 29601

# MORTGAGE

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

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

TO ALL WHOM THESE PRESENTS MAY CONCERN: FRED L. BARBERY AND SANDRA L. BARBERY  
of  
GREENVILLE, SOUTH CAROLINA, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation  
organized and existing under the laws of THE UNITED STATES OF AMERICA, hereinafter  
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are in-  
corporated herein by reference, in the principal sum of THIRTY-ONE THOUSAND SEVEN HUNDRED  
FIFTY AND NO/100-----Dollars (\$31,750.00), with interest from date at the rate  
of EIGHT per centum ( 8 %) per annum until paid, said principal  
and interest being payable at the office of FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION,  
P.O. BOX 1268 in GREENVILLE, SOUTH CAROLINA  
or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED  
THIRTY-THREE AND 05/100-----Dollars (\$ 233.05 ),  
commencing on the first day of DECEMBER, 19 79, 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 NOVEMBER, 2009.

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 Mort-  
gagor 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 situate, lying and  
being in the County of Greenville, State of South Carolina and being  
known and designated as Lot No. 3 on a Plat of Barbrey Heights recorded  
in Plat Book QQ at Page 184, R.M.C. Office, Greenville County, South  
Carolina, and having, according to said plat, the following metes and  
bounds, to-wit:

BEGINNING at a point on Glenhaven Court at the joint front corner of  
Lots Nos. 3 and 2, and running thence with said common line S. 19-55 E.  
197.3 feet to a point; thence running S. 70-05 W. 75 feet to a point;  
thence running N. 19-55 W. 197.3 feet to a point; thence running  
with Glenhaven Court N. 70-05 E. 75 feet to the point of beginning.

Derivation: Deed Book 111/1, Page 773 - Ricky Clyde Turner and  
Jane E. Turner 11/1/79

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
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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 ab-  
solute, 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 for-  
ever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all per-  
sons 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 and interest on the indebtedness evidenced by the said note, at  
the times and in the manner therein 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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