

FILED
GREENVILLE CO. S. C.

P. O. Box 647 1493 Page 579
Taylors, S. C. 29687

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

18 3 35 AM '80
JOHN H. BARBERSLEY
M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES E. BARBREY and DEBORAH W. BARBREY

(hereinafter referred to as Mortgagor) is well and truly indebted unto

ASSOCIATES FINANCIAL SERVICES COMPANY OF SOUTH CAROLINA, INC.

(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

FIFTEEN THOUSAND THIRTY-SIX

Dollars (\$ 15,036.00) due and payable

in eighty-four (84) equal, consecutive monthly installments of \$179.00, commencing February 22, 1980, and continuing thereafter until paid in full

as stated in Note of even date herewith.

with interest thereon from date / at the rate of per centum per annum, to be paid:

AMOUNT ADVANCED \$8,516.58

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, on the northerly side of Cox Drive,

in the Town of Travelers Rest, being shown and designated as Lot 34 on a Plat of SUNNY ACRES, recorded in the RMC Office for Greenville County in Plat Book BB, at Pages 168 and 169, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the northerly side of Cox Drive, said pin being the joint front corner of Lots 33 and 34, and running thence with the common line of said Lots, N 43-30 E, 155 feet to an iron pin, joint rear corner of Lots 33 and 34; thence N 46-30 W, 175 feet to an iron pin, joint rear corner of Lots 34 and 35; thence with the common line of said lots, S 5-50 W, 218.1 feet to an iron pin on the northerly side of Cox Drive; thence with the northerly side of Cox Drive on a curve 50 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Johnny H. Cox and Mary B. Cox, recorded May 20, 1975, in Deed Book 1018, at Page 570.

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STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
DOCUMENTARY
STAMP
MAY 20 1980

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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.

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 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.