

MORTGAGE OF REAL ESTATE--Prepared by RILEY AND RILEY Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
MAR 31 2 01 PM '81
DONNIE BANKERSLEY
R.M.C.

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

MFB
WHEREAS, MICHAEL F. BARBERY and PAMELA L. BARBERY

9
4
3
7
E

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA

(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 TWELVE THOUSAND SEVEN HUNDRED FORTY-SEVEN & 60/100

Dollars (\$12,747.60) due and payable

in sixty (60) equal consecutive monthly installments of Two Hundred Twelve and 46/100 (\$212.46) Dollars, beginning April 14, 1981

with interest thereon from date at the rate of 17% per centum per annum, to be paid: monthly

4
U
C
M

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, in the town of Simpsonville, Austin Township, County of Greenville, State of South Carolina, on the North side of Yellow Wood Drive, being shown and designated as a portion of Lot No. 779, Section VI, Sheet 1 of 2, WESTWOOD Subdivision, as shown on plat thereof recorded in Plat Book 4X at page 100, in the RMC Office for Greenville County, S.C. and more particularly described on plat made by Robert R. Spearman, Surveyor, dated August 18, 1976, entitled revisions of Lot Nos. 778, 779 and 780 Westwood Subdivision Section VI, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6G at page 16 and having, according to the last mentioned plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Yellow Wood Drive at the joint corner of Lot Nos. 778 and 779 and running thence along the old property line of Lots 778 and 779 N. 53-32 E. 174.6 feet to an iron pin; thence along a new line through Lot No. 779 S. 71-53 W. 97-53 to an iron pin; thence continuing along a new line through Lot No. 779 S. 33-10 W. 86.8 feet to the beginning corner. This being the same property conveyed to the Mortgagors herein by deed of Robert M. and Linda S. Gallien August 8, 1977, recorded August 23, 1977 in Deed Volume 1063 at page 269.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, in the Town of Simpsonville, being known and designated as Lot No. 778, Sheet 1, Section VI of WESTWOOD Subdivision, as shown on plat thereof recorded in Plat Book 4X at page 100 in the RMC Office for Greenville County, S.C. Reference is hereby made to said plat for a more particular description.

STATE OF SOUTH CAROLINA
DOCUMENTARY
MAR 31 1981
R.M.C.

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 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.

4328 RV-2