

MORTGAGE

RD 1620 PAGE 361  
This instrument is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Danny L. Barbrey & Julie R. Clark  
Piedmont, South Carolina

hereinafter called the Mortgagor, send(s) greetings

WHEREAS, the Mortgagor is well and truly indebted unto Samuel R. Pierce, Jr., Secretary of Housing and Urban Development

organized and existing under the laws of the United States, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Twenty-three Thousand Four Hundred Fifty and no/100----- Dollars (\$ 23,450.00 ).

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 the Department of Housing and Urban Development in Atlanta, Georgia or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Seventy-two and 07/100----- Dollars (\$ 172.07 ) commencing on the first day of September, 1983, 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 August 1990. (83 monthly installments of principal and interest of \$172.07 and a final lump sum payment of \$21,857.79 due August 1, 1990.)

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 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, the following-described real estate situated in the County of Greenville State of South Carolina:

All those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots No.s 32 and 33, Oak Hill Drive, as shown on plat of SHADY ACRES of record in the RMC Office for Greenville County, South Carolina, in plat Book 000, at Pages 76 and 77. Reference to said plat is hereby craved for a metes and bounds description thereof.

This being the identical property heretofore conveyed to the mortgagors herein by Deed of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development, dated August 5, 1983, to be recorded simultaneously with this Mortgage.

This is a purchase money mortgage executed for the purpose of securing the unpaid portion of the purchase price of the above described property.

Mortgagee's Mailing Address: 1835-45 Assembly Street  
Columbia, South Carolina 29201

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 absolute, 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 forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons 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 incurred by the said note at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in installment 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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