

MORTGAGE OF REAL PROPERTY

GR: FILED
THIS MORTGAGE made this 12th day of NOVEMBER, 19 82,
among Robert L. & Patricia Barber (hereinafter referred to as Mortgagor) and FIRST
UNION MORTGAGE CORPORATION, a North Carolina corporation (hereinafter referred to as Mortgagee):

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which
Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of
Five Thousand Seven Hundred and no/100 Dollars (\$ 5,700.00), with interest thereon,
providing for monthly installments of principal and interest beginning on the 15th day of
December, 19 82, and continuing on the 15th day of each month thereafter until the
principal and interest are fully paid;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest
thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the
Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in
hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys,
assigns and releases to Mortgagee, its successors and assigns, the following described premises located in
Greenville County, South Carolina:

ALL that lot of land with the buildings and improvements thereon situate on the south
side of Capewood Road in the Town of Simpsonville, Austin Township, Greenville County,
South Carolina, being shown as Lot 296 on Plat of Section 4 of Westwood Subdivision,
recorded in the RMC Office for Greenville, S.C. in Plat Book 4-R, Page 30, and having,
according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Capewood Road at the joint corner of Lots
296 and 297 and runs thence along the line of Lot 297 S. 17-40 E. 139.3 feet to an iron
pin; thence along the line of Lot 300 N. 69-00 E. 86 feet to an iron pin; thence along
the line of Lot 295 N. 15-54 W. 136.75 feet to an iron pin on the south side of
Capewood Road; thence along Capewood Road S. 70-36 W. 90 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Jerry L.
and Mildred L. Langley, a/k/a Elaine Langley, dated September 7, 1978, recorded
September 7, 1978 in Deed Volume 1086 at page 948.

This Mortgage is second and junior to that mortgage in favor of Poinsett Federal Savings
and Loan Association, formerly Traverlers Rest Savings & Loan, in the original amount
of \$28,500, recorded in Mortgage Book 1443 at page 491 on September 7, 1978.



Together with all and singular the rights, members, hereditaments and appurtenances to the premises
belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements,
fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or
articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light,
power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm
doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of
said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee,
its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee,
its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple;
that the premises are free and clear of all encumbrances except for a prior mortgage, if any; and that
Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above-
mentioned Note and any note(s) secured by lien(s) having priority over Mortgagee's within described lien in
the amounts, in the manner and at the places set forth therein. This Mortgage secures payment of said Note
according to its terms, which are incorporated herein by reference.

2. TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal
charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof
the Mortgagee may pay the same; and will promptly deliver the official receipts therefor to the Mortgagee. If
the Mortgagor fails to make any payments provided for in this section or any other payments for taxes,
assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall
forthwith become due, at the option of said Mortgagee.