

MORTGAGE

1655 432

THIS MORTGAGE is made this 2nd day of April 1984, between the Mortgagor, Robert D. Barber and Phyllis K. Barber (herein "Borrower"), and the Mortgagee, Weyerhaeuser Mortgage Company, a corporation organized and existing under the laws of California whose address is P. O. Box 54089, Los Angeles, California 90054 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 45,000.00 which indebtedness is evidenced by Borrower's note dated April 2, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on May 1, 2014.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the northern side of Moultrie Street in the City of Greenville, in the County of Greenville, State of South Carolina and being shown and designated as Lot No. 5 of a subdivision known as Edisto Forest, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 9-F at Page 34 and according to a more recent survey prepared by Freeland & Associates dated March 29, 1984 entitled "Property of Robert D. Barber and Phyllis K. Barber" is shown as Part of Lot 5, Edisto Forest which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 10-L at Page 50 and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots Nos. 5 and 6 and running thence with the joint line of said lots N. 56-13 E., 95.56 feet to an iron pin; running thence S. 28-10 E., 70.58 feet to a new iron pin in the line of Lot No. 4; thence continuing with the line of Lot No. 4, S. 5-01 E., 77.0 feet to an iron pin at the intersection of Edisto Street and Moultrie Street; running thence with the northern side of Moultrie Street N. 61-00 W., 99.10 feet to an iron pin; thence continuing with the northern side of Moultrie Street N. 41-00 W., 50.0 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of David B. Mann recorded of even date herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP TAX \$ 18.00

"The Rider to the Mortgage attached hereto and executed of even date herewith is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were part thereof."

which has the address of 35 Moultrie Street Greenville South Carolina 29605 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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