The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sum as may be advanced hereafter, at the option of the Mortgagee, for the purpose of preserving or maintaining the property described herein, or for taxes, insurance premiums, public assessments or private assessments with interest thereon, due by the Mortgagor; provided, however, that the Mortgagee shall not be obligated to make such advances. Any such future advances, with interest thereon, shall be secured hereby at such time as the principal amount secured hereby, not including sums advanced in accordance herewith to protect the mortgaged property, does not exceed the original amount secured hereby, plus interest thereon, and any disbursements made for the payment of taxes, special assessments or insurance on said property with interest on such disbursements. Any future advances shall be evidenced by promissory note or notes of the Mortgagor, if requested by the Mortgagee, and shall be secured hereby on a parity with and to the same extent as the debt hereby secured originally. Nothing herein contained shall be construed as obligating the Mortgagee to make any future advances. Any such future advances, whether obligatory or not, shall be made within twenty (20) years from the date hereof.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the amount due on the note secured hereby, or in such amounts as may be required by the Mortgagee, and in companies acceptable to the Mortgagee, with loss payable first to the Mortgagee up to the amount due the Mortgagee, and then to the Mortgagor, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any insurance policies insuring the mortgaged premises and does hereby authorize each insurance company to which any such policy has been issued or may be issued to make payment for loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

(3) That it will keep all improvements now existing or hereafter erected on the mortgaged property in good repair and will not commit or suffer any waste of the property. In the event that it fails to keep the improvements on said property in good repair the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the full amount expended for such repairs shall be added to the indebtedness secured by this mortgage and shall bear interest at the rate provided for in the note secured hereby.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or impositions for which provision has not been made hereinabove, and will promptly deliver official receipts therefor to the Mortgagee. In the event that it fails to pay taxes, assessments, insurance premiums or charges as aforesaid, or fails to keep the buildings on said property insured as herein required, or fails to make any other payment or perform any other act which Mortgagor is required to make or perform hereunder, then the Mortgagee may, at its option, make such payments and perform such acts hereunder, without waiving or affecting the option to foreclose or any right hereunder, and without releasing the Mortgagor from any obligation, and may add any amounts so expended to the principal amount secured hereby, to bear interest at the rate provided for in the note secured hereby, and to be secured hereby. The Mortgagee, its successors or assigns, shall be the sole judge of the necessity for any such actions and of the amounts to be paid. The Mortgagor will promptly, upon demand, repay to the Mortgagee, its successors or assigns, all such sums so paid or expended, with interest thereon from the date thereof at the rate provided for in the note secured hereby.

(5) That it will not permit or suffer the use of any of the premises for any purpose which may render void or voidable any insurance then in force on the mortgaged property.

(6) That it will keep the mortgaged property free of all taxes, liens, assessments, and encumbrances of every nature and description, except this mortgage and the lien for taxes not yet due and payable, and will preserve and defend the title to said property and the rights of the Mortgagee therein against the claims of all persons whomsoever.

(7) That it will comply with all governmental and municipal laws, ordinances and regulations affecting the mortgaged property.

(8) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and authorizes the Mortgagee, upon any such default, to enter upon and take possession of the mortgaged premises, and to collect all rents, issues and profits therefrom, including those past due as well as those accruing thereafter, and to apply the net proceeds thereof, after deducting all charges and expenses attending the collection thereof and the management and operation of the premises, upon any indebtedness secured hereby, all in such order as the Mortgagee may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(9) That if there is a default in any of the terms, conditions or covenants of this mortgage or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall be and become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgagor or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(10) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(11) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 16th day of November 19 79

SIGNED, sealed and delivered in the presence of:

Sandra M. Bridwell

Connie W Blackwell

Bruce L Barker (SEAL)
BRUCE L. BARKER

(SEAL)

Mary L. Barker (SEAL)
MARY L. BARKER

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that s/he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that s/he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 16th day of November 1979

Connie W Blackwell (SEAL)
Notary Public for South Carolina
My Commission Expires 3/24/87

Sandra M Bridwell

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

16th day of November 1979

Connie W Blackwell (SEAL)
Notary Public for South Carolina.
My commission expires 3/24/87

Mary L Barker
MARY L. BARKER

RECORDED NOV 19 1979 at 4:50 P.M.

17926

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BRUCE L. BARKER AND MARY
L. BARKER

TO

LEVIS A. GILSTRAP

Mortgage of Real Estate

I hereby certify that the within Mortgage has been
this 19th day of Nov.
1979 at 4:50 P.M. recorded in
Book 1488 of Mortgages, page 817
As No.

Register of Mesne Conveyance Greenville County

LONG, BLACK & GASTON
ATTORNEYS AT LAW
100 East North Street
Greenville, S.C. 29601

$3,407.36
Pt. Lot 2 Stokes Rd.

4328 RV.2