

MORTGAGE

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THIS MORTGAGE is made this 2nd day of April 1984, between the Mortgagor, Robert D. Barber and Phyllis K. Barber Mortgage Company (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 Forty-five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 2, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2014.

To SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), 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 of even date herewith.

This is a substitute mortgage given for the purpose of correcting the form used for the mortgage recorded in the R.M.C. Office on April 3, 1984 in REM Book 1655 at Page 432 as docket # 30742. This mortgage is solely for replacement of that document.

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"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."

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which has the address of 35 Moultrie Street Greenville, S.C. 29605 (herein "Property Address");

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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, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property".

6.0001

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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