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MORTGAGE OF REAL PROPERTY

October 15th THIS MORTGAGE made this ____ day of _ among Ronald F. Barbare and Judith H. Barbare (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 Seven thousand and 00/100----(\$ 7,000.00 ___), the final payment of which is due on <u>November 15</u> _____, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

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 certain piece, parcel or lot of land with buildings and improvements thereon, lying and being at the southerly intersection of Chippendale Drive and Chippendale Court, near the City of Greenville, South Carolina, being known and designated as Lot 70 on a plat entitled "Final Plat Revised, Map #1, Foxcroft, Section II" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-N, pages 36 and 37, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southwesterly side of Chippendale Drive, said pin being at the joint front corner of Lots 70 and 71; and running thence with the common line of said lots, S. 23-12 W. 203 feet to an iron pin, at the joint corner of Lots 69 and 70; thence with the common line of Lots 69 and 70, N. 29-40 W. 230.9 feet to an iron pin on the southerly side of Chippendale Court; thence with the southerly side of Chippendale Court, N. 66-16 E. 32.6 feet to an iron pin; thence continuing with said Court, N. 63-00 E. 82.4 feet to an iron pin at the southerly intersection of Chippendale Court and Chippendale Drive; thence S. 75-16 E. 37.5 feet to an iron pin on the southerly side of Chippendale Drive; thence with the southerly side of Chippendale Drive, S. 40-42 E. 39 feet to an iron pin; thence continuing with said drive, S. 49-18 E. 39 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of James M. Rainey and Corinne B. Rainey recorded in the RMC Office for Greenville County in Deed Book 1127 at page 423 on June 13, 1980.

This is a second mortgage, junior in lien to that certain mortgage given to Fidelity Federal Savings and Loan Association on May 4, 1978 and being recorded in the RMC Office for Greenville County in Mortgage Book 1431 at page 213 on May 5, 1978.

Mortgagee's address is: Charlotte, NC 28288

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, cifixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or Sarticles, 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, $i_{\rm p}$ 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 in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the > premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

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