

FILED
GREENVILLE CO. S.C.

BOOK 1399 PAGE 12

Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 27th day of May, 1977, between the Mortgagor, Larry K. Kirby and Sandra M. Kirby (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is #3 Edwards Bldg., 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Four Thousand Five Hundred and NO/100-- Dollars, which indebtedness is evidenced by Borrower's note dated May 27, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2002.

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: Chick Springs Township, about one mile southward from Greer, S.C., and being all of LOT NO. 25 of Brookhaven property of the Dobson Estates, according to survey and plat by H. S. Brockman, R.S., dated Dec. 12, 1957, amended Sept. 1, 1959, recorded in Plat Book RR page 41, RMC Office for Greenville County, reference to said plat hereby pleaded, and having, according to said plat, the following:

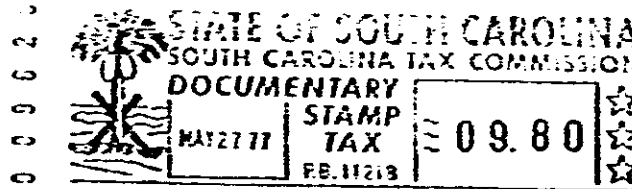
BEGINNING at an iron pin on the north side of Benjamin Avenue, corner of Lots Nos. 24 and 25, and running thence along the common line of said lots, N. 10-55 E. 170 feet to an iron pin, rear corner of Lot No. 5; thence along the line of Lot No. 5, N. 79-25 W 100 feet to iron pin, corner of Lot No. 26; thence as common line of said lot, S. 10-55 W. 170 feet to iron pin on north side of Benjamin Avenue; thence with north of said avenue, S. 79-25 E. 100 feet to the beginning corner.

Subject to all restrictions, easements, rights of way, roadways and zoning ordinances of record, on the recorded plats on on the premises.

This is that same property conveyed to Mortgagors this date by deed of B. Clayton and Judy W. Livingston, to be recorded herewith.

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which has the address of 111 Benjamin Ave., Greer, S.C. 29651 (herein "Property Address");
[Street] [City] [State and Zip Code]

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".

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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