

STATE OF SOUTH CAROLINA AUG 2 3 55 PM '77
COUNTY OF GREENVILLE DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM H. KIRBY and MARY FRANCES JONES KIRBY

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF TRAVELERS REST, its successors and assigns, forever

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Fifty Thousand and no/100-----
-----Dollars (\$50,000.00----) due and payable

with interest thereon from August 2, 1977 at the rate of 8.5% per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

tract
"ALL that certain piece, parcel or ~~part~~ of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, ~~County of~~ City and County of Greenville, on the southern side of Keith Drive and having, according to a plat for William H. Kirby, dated July, 1977, prepared by Webb Surveying & Mapping Co., the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Keith Drive located 793 feet, more or less, in a southerly direction from Perrin Street and running thence with the south side of Keith Drive S. 35-45 E. 232 feet to an iron pin; thence S. 53-40 W. 511 feet to an iron pin; thence N. 35-20 W. 122.3 feet to an iron pin; thence S. 47-05 W. 18.9 feet to an iron pin; thence N. 32-43 W. 111.9 feet to an iron pin; thence N. 53-39 E. 522.96 feet to the point of beginning, containing 2.576 acres, more or less.

The above property includes the property conveyed to William H. Kirby and Mary Frances Jones Kirby by Lake B. Waldrop by deed dated June 14, 1956, recorded June 16, 1956, in the R.M.C. Office for Greenville County in Deed Book 555, at Page 80; property conveyed to William H. Kirby and Mary Frances Kirby by deed from Analane C. Gibson dated October 1, 1973, recorded in the R.M.C. Office for Greenville County on October 3, 1973 in Deed Book 985, at Page 405; deed from Lula K. Green, individually and as executrix of the estate of A. A. Green, deceased to William H. Kirby and Frances J. Kirby dated August 12, 1958, recorded August 12, 1958, in Deed Book 604, at Page 33; deed from A. A. Green to William H. Kirby dated July 31, 1950, recorded August 1, 1950, in Deed Book 415, at Page 256; and deed from Jim E. Kirby and Ina Rae Kirby to William H. Kirby and Frances J. Kirby dated November 25, 1964, recorded November 30, 1964 in Deed Book 762, at Page 368. After closing of the adjacent alley, Lula K. Green, individually and as executrix of the estate of A. A. Green conveyed a portion of the adjacent alley to the mortgagors herein by deed dated November 28, 1960, recorded December 6, 1960, in Deed Book 664, at Page 195.

Note and mortgage due and payable in full at any change of ownership, provided, however, this provision shall not prevent gift or devise of the subject property by either mortgagor to the other mortgagor.

PB. 11218 ☆

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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