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MORTGAGE

THIS MORTGAGE is made this 20th day of March, 1978, between the Mortgagor, Thomas Randolph Irby

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 - - - - (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 20, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 20 years from date

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, situate, lying and being in the State of South Carolina, in the County of Greenville, being shown and designated as a 5.33 acre tract, more or less, as shown on a plat of property of Thomas R. Irby prepared by James Ralph Freeland, dated June 10, 1974 and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Fork Shoals Road, joint front corner of property herein conveyed and property now or formerly of C. Klassen running thence with the common line N. 24-30 W., 599.0 feet to an iron pin; thence along the line of property herein conveyed and property now or formerly of L. O. Reece N. 83-00 E., 493.6 feet to an iron pin; thence along the line of property herein conveyed and property now or formerly of E. C. Irby, S. 17-48 E., 409.8 feet to an iron pin in the center of Fork Shoals Road; thence with the center of said road, S. 61-30 W., 175.0 feet to an iron pin; thence continuing with the center of said road, S. 64-00 W., 250.0 feet to an iron pin, point of beginning.

This being the same property as conveyed to the Mortgagor herein by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1003 at page 501, from Elsie Chapman Irby et al, dated July 24, 1976.



RECORDED
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which has the address of (Street) (City)
..... (herein "Property Address");
(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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