

WILLIAM S. TAYLOR
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 20th day of October, 1978, between the Mortgagor, Ruth J. Kirby

(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 Ten Thousand Seven Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 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 October 1, 1993;

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: being shown and designated as Lot Number 3 of Plainview Heights on plat of same recorded in Plat Book QQ at Page 23 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Old Easley Bridge Road at the joint corner of Lots 1 & 2 and running thence with the common line of said lots, N 37-54 W 171.3 feet; thence turning and running, S 40-06 W 102.2 feet to an iron pin on the northeastern side of Plainview Drive; thence along said Drive, S 37-54 E 125 ft. to a point at the intersection of Plainview Drive and Old Easley Bridge Road; thence with the curvature of said intersection, S 82-54 E 35.4 feet to an iron pin on the northern side of Old Easley Bridge Road; thence along said Road, N 52-06 E 75 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of William C. Jaynes, Jr. recorded September 11, 1972 in Deed Book 954 at Page 576 of the RMC Office for Greenville County, and by deed of Ned L. Kirby dated October 20, 1978 and recorded on even date herewith.

which has the address of Route 8, Old Easley Bridge Road, Greenville, S.C. (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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