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S.C.  
1 30 PM '79  
R. W. WILKINS

MORTGAGE

VOL 1478 PAGE 348

THIS MORTGAGE is made this 9th day of August 1979, between the Mortgagor, Thomas F. Kirby and Nancy J. Kirby (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S.C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and 00/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 9, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2009

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 piece, parcel or lot of land lying and being situate in the County of Greenville, State of South Carolina being known and designated as Lot No. 20 of Oakway Subdivision as shown on a plat prepared by Carolina Engineering and Surveying Co., dated Dec., 1965 and recorded in Plat Book VVV at page 107 in the RMC Office for Greenville County.

This being the same property conveyed to the mortgagors by deed dated September 20, 1971 and recorded in Deed Book 926 at page 39 in the RMC Office for Greenville County.

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DOCUMENTARY RECORDS SECTION  
AUG 10 1979

which has the address of Lot 20 Oakway Subd Greenville, S.C. (herein "Property Address");

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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