

PLEASE READ MORTGAGE

This instrument is a loan agreement with mortgages insured under the new 10-year family provision of the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE, S.C.
11 02 AM '80

TO ALL WHOM THESE PRESENTS MAY CONCERN:
ROBERT M. KIRBY and JOYCE E. KIRBY WIFE AND HUSBAND

GREER, SOUTH CAROLINA

of hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto
FAMILY FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of FORTY FOUR THOUSAND AND NO/100ths Dollars (\$ 44,000.00)

with interest from date at the rate of EIGHT per centum (8.00) per annum until paid, said principal and interest being payable at the office of FAMILY FEDERAL SAVINGS AND LOAN ASSOCIATION, P. O. DRAWER L, in GREER, SOUTH CAROLINA or at such other place as the holder of the note may designate in writing, in monthly installments of THREE HUNDRED, TWENTY TWO AND 96/100ths Dollars (\$ 322.96) commencing on the first day of June, 19 80, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2010

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, its successors and assigns, the following-described real estate situated in the County of Greenville, State of South Carolina: in the City of Greer, constituting all of Lot Number 85 and the Southeasterly one-half of Lot Number 86, on a plat entitled, "Burgiss Hills", prepared by Piedmont Engineering Service, dated January 21, 1951, recorded in Plat Book Y at Pages 96 and 97 and being more particularly described in accordance with a plat entitled, "Property of Robert M. Kirby and Joyce E. Kirby" prepared by Carolina Surveying Company, dated April 9, 1980 to be recorded herewith. The subject property fronts on the northeasterly side of Old U. S. Highway Number 29 (same as O'Neal Road) a total distance of 120 feet.

THIS is the identical property conveyed to the Mortgagors by deed of McElrath & Tucker, Inc., to be recorded of even date herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

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

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

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity, provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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