

MORTGAGE OF REAL ESTATE -

Mortgagee's address: c/o George Bomar
119 E. Butler Rd.
Mauldin, SC 29662

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO S. C.
3 00 PM '82
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1580 PAGE 804

WHEREAS, DOROTHY KIRBY

(hereinafter referred to as Mortgagor) is well and truly indebted unto B. K. S., A PARTNERSHIP

(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 Six thousand five hundred and no/100-----
-----Dollars (\$6,500.00--) due and payable in equal monthly installments of \$95.15 due and payable on the first of each month with a 10% penalty being assessed if paid after the 5th of each month. First payment to be October 1, 1982.

with interest thereon from _____ date at the rate of 12½ 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, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, shown and designated as 2.6 acres ±, Lot 5, on a plat entitled "Subdivision for B.K.S., A Partnership," prepared by R. B. Bruce, RLS, dated January 28, 1982, recorded in plat book 9-F at page 3, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of West Georgia Road, and running along the center of said road S. 81-47 W. 263.9 feet to a nail and cap, being the joint front corner of lots 5 and 4; thence turning and running along the property line of lot 4 N. 23-16' W. 468.9 feet to an iron pin, said pin being the joint rear corner of lots 4 and 5; thence S. 88-32 E. 280.6 feet to an iron pin in the center of a creek; thence along said creek S. 23-16 E. 420.0 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of B.K.S., A Partnership, to be recorded of even date herewith.

This mortgage is not transferable or assumable. Should the property be sold to a third party before the mortgage is paid off the balance due on the mortgage is to be paid off.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
SEP 17 1982
STAMP
TAX
FEE \$2.80

400
52891001

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the roots, 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 such 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 it 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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