

MORTGAGE

BOOK 1607 PAGE 69

THIS MORTGAGE is made this 16th day of May 1983 between the Mortgagor, Tony Earl Kirby and Frances S. Kirby (herein "Borrower"), and the Mortgagee, [Mortgage Corporation of SC], a corporation organized and existing under the laws of State of South Carolina whose address is Piedmont East Building Suite 500A 37 Villa Road Greenville, South Carolina 29615 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 32,700.00 which indebtedness is evidenced by Borrower's note dated May 16, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on May 15, 1995;

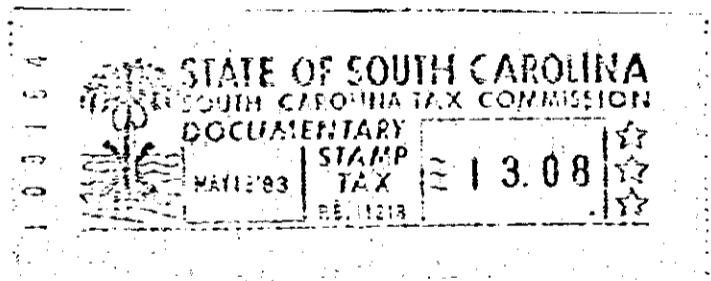
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 situate, lying and being in Greenville County, State of South Carolina, shown and designated as Lot 57, Section One, Pelham Woods Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-F at Page 33 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Raintree Lane at the joint front corner of Lots 56 and 57 and running thence with the common line of said lots N. 79-22 E. 150.19 feet to an iron pin; thence N. 10-35 W. 95 feet to an iron pin; thence S. 79-22 W. 150.25 feet to an iron pin on the easterly side of Raintree Lane; thence with said Lane S. 10-38 E. 95 feet to the point of beginning.

This is the same property conveyed to the grantors by deed of Ervin Co. recorded in the R.M.C. Office for Greenville County in Deed Book 922, Page 450, recorded August 11, 1971.

This conveyance is subject to all restrictions, setback lines, roadways, easements and rights of way, if any, appearing of record, on the premises, or on the recorded plat, which affect the property hereinabove described.



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which has the address of 5133 Raintree Lane Greenville South Carolina 29615 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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