

FILED
SEP 16 1983
S. Tamberly

MORTGAGE

96031
BOOK 1626 PAGE 190

THIS MORTGAGE is made this 6th day of September 1983 between the Mortgagor, Wilton R. Kirby and Connie V. Kirby (herein "Borrower"), and the Mortgagee, UniMortgage 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. \$ 16,300.00 which indebtedness is evidenced by Borrower's note dated September 6, 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 September 10, 1988;

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 certain piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in Greenville County, South Carolina, on the Southern side of Woodville Road between Pelzer and Woodville, and containing 1.74 acres, more or less, and having the following metes and bounds according to a plat thereof entitled "Property of James E. Davis" prepared by C. O. Riddle, R.L.S., dated December 16, 1977, and recorded in the R. M. C. Office for Greenville County in Plat Book 6-L at page 23:

BEGINNING at a spike in the center of Woodville road at a point 21.3 feet west from a spike in the center of Woodville Road marking the northwest corner of property of Mildred Davis, and thence leaving the first mentioned spike and running S. 10-13 E. through an iron pin on the Southern side of Woodville Road 140.6 feet to an iron pin; thence, S. 42-27 W., 123.6 feet to an iron pin; thence S. 51-27 W., 159 feet to an iron pin; thence S. 72-02 W., 70.1 feet to an iron pin; thence N. 5-08 W., 171 feet to an iron pin; thence, N. 1-36 E., 189.4 feet through an iron pin on the Southern side of Woodville Road to a spike in the center of Woodville Road; thence, with the center line of Woodville Road, S. 87-56 E., 259.67 feet to the point of beginning.

Grantors agree to pay 1977 county property taxes. The above described property is a portion of that certain property heretofore conveyed to the Grantors by deed from Ramsey Lollis recorded January 19, 1961, in Deed Book 666 at Page 482.

This being the same property conveyed to Wilton R. Kirby and Connie V. Kirby by deed of James E. Davis and Jo Ann C. Davis recorded December 30, 1977 in Deed Book 1071, Page 67.

STAMP
TAX
10882

which has the address of Route 3 Woodville Road Pelzer
[Street] [City]
South Carolina 29669 (herein "Property Address");
[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 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 seized 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

0190

4328 RV-2