

FILED  
GREENVILLE S.C.  
SEP 23 4 48 PM '83  
DONNIE R.H.L. FISLEY

# MORTGAGE

THIS MORTGAGE is made this 22nd day of September, 1983, between the Mortgagor, Ricky E. Kirby and Rebecca M. Kirby, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ~~Forty Eight Thousand Three Hundred Fifty and no/100--~~Dollars, which indebtedness is evidenced by Borrower's note dated Sept. 22, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2013.....;

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 situate, lying and being in Greenville County, South Carolina, shown as Lot 92 on survey for Ricky E. Kirby and Rebecca M. Kirby dated August 26, 1983 and recorded in Flat Book IX at page 90.

Being the same property conveyed by L. T. McNeely and C. L. Hawkins of even date to be recorded herewith.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DOCUMENTARY  
STAMP  
TAX  
10.08

which has the address of Lot 92 Lipscomb Drive Travelers Rest,  
(Street) (City)  
29690 (herein "Property Address");  
(State and 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, 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.

0.263

4328-AY-21