

State of South Carolina

County of GREENVILLE

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GREENVILLE CO. S.C.

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DONNIE S. TANKERSLEY  
R.M.C.

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Mortgage of Real Estate

THIS MORTGAGE made this 4th day of December, 1984

by William Dee Kirby and Margaret G. Kirby

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is One Shelter Center, P. O. Box 1329,

Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, William Dee Kirby and Margaret G. Kirby

is indebted to Mortgagee in the maximum principal sum of Forty Thousand and No/100

(revolving Southern Equity Line) Dollars (\$ 40,000.00), Which indebtedness is evidenced by the Note of William Dee Kirby and Margaret G. Kirby of even

date herewith, said principal (plus interest thereon) being payable as provided for in said Note. ~~THE FACTS AND TERMS OF~~

which is ~~incorporated herein by reference~~ the terms of said Note and any agreement modifying it are incorporated herein by reference.

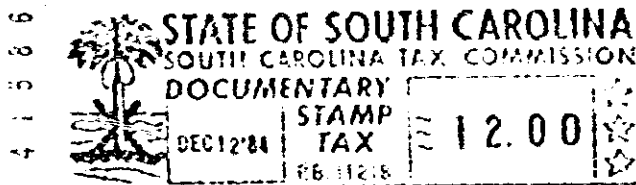
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 40,000.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that piece, parcel or lot of land, with improvements thereon, in the County of Greenville, State of South Carolina, located on the East side of View Point Drive, and shown as Lot B on a plat, prepared by Webb Surveying and Mapping Company, in March, 1974, which plat is to be recorded in the RMC Office for Greenville County, South Carolina, under the name of Bertha H. Ridenhour, and having the following metes and bounds, to-wit:

BEGINNING at a point in the middle of View Point Drive, said point being the westernmost point of the common boundary line between Lots A and B as shown on the survey referred to herein, and running thence along the boundary line of Lots A and B, S. 45-36 E., 172.37 feet to a point; running thence S. 64-54 W., 51.3 feet to a point; running thence S. 44-51 W., 98.7 feet to a point, running thence N. 39-25 W., 181.22 feet to a point; running thence N. 56-11 E., 130 feet to a point; the point of BEGINNING.

This is the same property conveyed to the above named mortgagor by deed of Bertha H. Ridenhour (same as Mrs. George G. Ridenhour), recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 998 at page 85 on May 1, 1974.

This mortgage is junior in lien to Security Federal Savings and Loan, now known as South Carolina Federal Savings and Loan in the original amount of \$30,000.00, recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1308 at Page 777, on May 1, 1974.



TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

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