- ₹ 00 **S.C**.

FILED

GRETHIN STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

R M.C

SANNERSLEY

WHEREAS, Melvin C. Kirby

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Jill A. Kirby 188 Smyrna Powder Springs Road, Apt. 9

Smyrna, Georgia 30080

(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

Seven Thousand Five Hundred and no/100\*\*\*\*\*\*\*\*\*\*\*\*\*\*Dollars (\$7,500.00 ) due and payable as stated in the said promissory note.

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, Country of Greenville, Town of Simpsonville, on the east side of Sellwood Circle, being shown as Lot 226 on plat of Section III of Westwood Subdivision, recorded in the RMC Office for Greenville County in Plat Book 4-N at Page 30 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Sellwood Circle at the joint corner of Lots 226 and 227 and runs thence along the line of Lot 227, S.83-25E., 142.6 feet to an iron pin; thence N.7-18E., 86 feet to an iron pin; thence along the line of Lot 225, N.83-29W., 144.3 feet to an iron pin on the east side of Sellwood Circle; thence along Sellwood Circle, S.6-27W.,

86 feet to the beginning corner. This being the same property conveyed to the mortgagor and mortgagee herein by deed of Thomas E. Hart and Joanne D. Hart on March 5, 1974, said deed being recorded on March 5, 1974, in the RMC Office for Greenville County in Deed Book 994, at page 688. The mortgagee has conveyed her interest in said property to the mortgagor by deed to be recorded herewith.

Together with all and singular rights, members, hereditaments, and apportenances to the same belonging in any way incident or appertaining, and all of the reots, 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 ruch furtures and equipment, other than the usual Rousehold furniture, be considered a part of the real estate.

19 HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, suo sors and sasigns, forever.

The Modgagor covenants that it is lawfully seized of the premises heireinabove described ir ree 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or say part thereof.