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SOUTH CAROLINA CO. S. C.

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JOHN TANKERSLEY MORTGAGE
R.M.C.

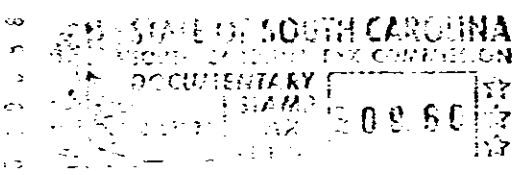
THIS MORTGAGE is made this 25th day of July, 1979, between the Mortgagor, William D. Kirby and Lou Jean T. Barker, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Four Thousand and No/100-----(\$24,000.00)---Dollars, which indebtedness is evidenced by Borrower's note dated July 25, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2004.....;

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 on the southwestern side of Gallivan Street in the City of Greenville, County of Greenville, State of South Carolina being known and designated as Lot 6 on a plat of "North Park Addition" dated April, 1941, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book K at Page 89 and having according to a more recent plat of "Property of Lou Jean T. Barker & William D. Kirby" dated July 11, 1979, prepared by Carolina Surveying Company, the following metes and bounds:

BEGINNING at an old iron pin on the southwestern edge of Gallivan Street, 395.6 feet in a southeastern direction from the southeastern corner of the intersection of North Main Street and Gallivan Street and running thence along the southwestern edge of Gallivan Street S. 65-30 E., 65 feet to an old iron pin; thence along a line of Lot 7, S. 24-30 W., 169 feet to the center of a branch; thence along the center of the branch as the line, by the traverse line, N. 60-14 W., 65.3 feet to a point; thence along the line of Lot 5, N. 24-30 E., 163 feet to the BEGINNING corner and being the same property described in a deed from Linda H. Sims to William D. Kirby dated August 1, 1977 and recorded August 1, 1977 in said R.M.C. Office in Deed Book 1061 at Page 601; and also being the same property conveyed by Charles Campbell to Linda H. Sims and Lou Jean T. Barker, dated January 31, 1977 and recorded on February 2, 1977 in said R.M.C. Office in Deed Book 1050 at Page 453.



which has the address of 18 Gallivan Street Greenville, South Carolina 29601 (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, 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 seized 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.

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