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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, William D. Kirby and Margaret G. Kirby,

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY,

(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 Twenty- Five Thousand and No/100----- Dollars (\$ 25,000.00) due and payable as follows:

One year from date.

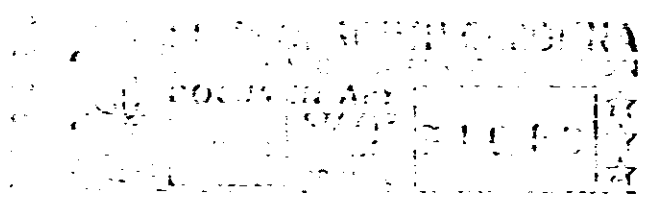
with interest thereon from date at the rate of 16½ per centum per annum, to be paid: monthly

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 Mortgagee 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 heirs, successors and assigns: All that tract of land in the County of Greenville,

State of South Carolina containing 2.23 acres, more or less, as shown on plat of Charlotte M. Pollard, recorded in the R.M.C. Office in Plat Book 5-X, page 3, and having the following metes and bounds, Beginning at an iron pin in the center of S.C. Highway 253, approximately one mile south of Reid School Road, and running thence S 71-35 E 217.2 feet to an iron pin at the corner of Kirby thence S 6-50 W 554 feet to an iron pin; thence N 79-45 W 130.8 feet to an iron pin in the center of S.C. Highway 253; thence along the center of the highway N 1-05 W 595.3 feet to the point of beginning; being the same property conveyed by Charlotte M. Pollard to William D. and Margaret G. Kirby by a Deed dated January 6, 1978, and recorded on January 6, 1978 in said R.M.C. Office in Deed Book 1071 at Page 499; and also,

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 8.25 acres and having, according to a plat of the property of H. Kenneth Davis and Dorothy R. Davis prepared by Jones Engineering Service, February 24, 1971, the following metes and bounds, to-wit: Beginning at an old iron pin on the westerly side of the old road bed of Paris Mountain Road, which iron pin is the joint corner of property of Frank J. Head and Lyles, and running thence N. 7-17 E. 554.1 feet to an iron pin; thence N. 71-12 W. 90.7 feet to an old iron pin in the old road bed; thence N. 5-08 W. 111.6 feet to an old iron pin; thence N. 89-13 E. 447.4 feet to an iron pin; thence S. 8-44 E. 235.6 feet to an iron pin; thence S. 13-30 E. 125.4 feet to an iron pin; thence S. 18-35 E. 337.9 feet to an iron pin; thence S. 21-15 E. 392 feet to an iron pin; thence N. 87-43 W. 59 feet to an old iron pin; thence N. 21-34 W. 244.3 feet to an old iron pin; thence N. 79-16 W. 600.7 feet to an iron pin, the point of beginning; being the same property conveyed by a Deed from H. Kenneth Davis and Dorothy R. Davis to William D. Kirby dated October 26, 1972, and recorded October 27, 1972 in said R.M.C. Office in Deed Book 959 at Page 52.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all the rents, 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 fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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