

State of South Carolina

FILED (1980)  
GREENVILLE CO. S. C.

1520-936  
Mortgage of Real Estate



County of GREENVILLE OCT 17 12 40 PM '80

THIS MORTGAGE made this 17 day of October, 19 80.

by William D. 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 Post Office Box 1329,

Greenville, South Carolina 29602

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WITNESSETH:

THAT WHEREAS, William D. Kirby and Margaret G. Kirby  
is indebted to Mortgagee in the maximum principal sum of Twenty-five Thousand and No/100-----  
----- Dollars (\$ 25,000.00), which indebtedness is  
evidenced by the Note of William D. Kirby and Margaret G. Kirby of even  
date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of  
which is one year (Oct. 17, 1981) after the date hereof, 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 \$ 25,000.00, 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 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 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 and Margaret G. 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 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);

NOTARIAL PUBLIC  
STATE OF SOUTH CAROLINA  
NOTARY PUBLIC  
STAMP  
10.00

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