

MORTGAGE OF REAL ESTATE -  
GREENVILLE CO. S. C.

Vol 1469 Page 228

STATE OF SOUTH CAROLINA JUN 5 12 08 PM '79 MORTGAGE OF REAL ESTATE  
COUNTY OF GREENVILLE DONNIE S. TANKERSLEY  
R.H.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Kenneth R. Kirby and Peggy P. Kirby

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. Marshall Howell

210 Hammett Bridge Rd.  
Greenville, S.C.

(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

Thirteen Thousand Eight Hundred Six and 90/100----- Dollars (\$13,806.90 ) due and payable on demand

with interest thereon from date at the rate of 6% per centum per annum, to be paid: on demand

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:

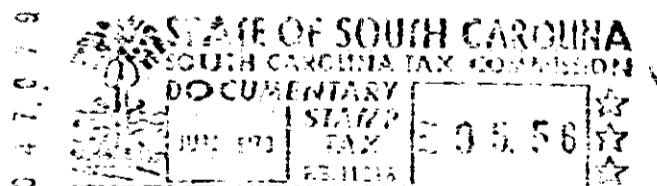
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, County of Greenville on the Eastern side of David Avenue approximately one (1) mile South of the City of Greer, and known and designated as Lot No. 16 on a plat made for the W. A. Mullinax Estate by H. S. Brockman dated October 31, 1952 and recorded in the R. M. C. Office for Greenville County in Plat Book T at Page 477 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of David Avenue at the joint front corner of Lots Nos. 15 and 16 and running thence with the common line of said lots North 57 E. 224 feet to a stake; thence N. 30 W., 65 feet; thence S. 57 W., 224.3 feet to an iron pin at David Avenue; thence with the margin of said street S. 30 E., 65 feet to the point of BEGINNING.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights of way which are a matter of record and/or actually existing on the ground affected to the above described property.

DERIVATION: See deed of Larry K. Kirby to William R. Hindman, recorded in the R. M. C. Office for Greenville County May 16, 1977 in vol. 1056 at page 757.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 such 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.

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