

Vol 1634

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

FILED
GREENVILLE CO S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE S. HUNNICUTT
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, Kenneth D. Kirby & Debbie A. Kirby

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Bankers Life Company
Des Moines
Polk County, Iowa

organized and existing under the laws of Iowa, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Thirty Thousand Two Hundred Eight and no/100 Dollars (\$ 30,208.00).

with interest from date at the rate of twelve per centum (12 %) per annum until paid, said principal and interest being payable at the office of Bankers Life Company in Des Moines, Polk County, Iowa or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Sixty Two and 80/100 Dollars (\$ 362.80), commencing on the first day of January, 19 84, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 1998.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville State of South Carolina:

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the eastern side of Sulphur Springs Drive and the northern side of Willpot Drive (now Racine Court) being shown as Lot No. 1 on plat of Riverdale Acres made by C. C. Jones Engineers July, 1955 recorded in the R.M.C. Office for Greenville County in Plat Book GG at Page 127 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Sulphur Springs Drive at the joint front corner of Lots 1 and 2 and running thence along the line of Lot 2, S. 87-12 E., 175 feet; thence S. 2-48 W., 84.1 feet to an iron pin on the northern side of Racine Court; thence along said court S. 780-41 W., 49 feet; thence S. 88-01 W., 49.9 feet; thence still with Racine Court N. 87-12 W., 52.6 feet; thence with the curve of the intersection of Racine Court and Sulphur Springs Drive (chord being N. 42-12 W., 35.4 feet) to an iron pin on the eastern side of Sulphur Springs Drive; thence along the eastern side of Sulphur Springs Drive N. 2-48 W., 75 feet to the beginning corner.

This is that property conveyed to Mortgagor by deed of Steven D. Hunnicutt and Patricia M. Hunnicutt dated and filed concurrently herewith.

STATE OF SOUTH CAROLINA
REGISTER OF DEEDS
GREENVILLE COUNTY
RECORDS
STAMP
TAX
12.12

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:
1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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