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MORTGAGE OF REAL ESTATE prepared by Randolph Stone, Attorney at Law, 124 Broad Avenue, Greenville, S.C. 29601

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. COUNTY OF GREENVILLE 11 03 AM '80 MORTGAGE OF REAL ESTATE BOOK 1498 PAGE 100

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: 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. 7-17 W. 90.7 feet to an old iron pin in the old road bed; thence N. 5-08 W. 111.8 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. 44.3 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 939, Page 12196.

ADJIN FULL AND SATISFIED THIS SOUTHERN BANK AND TRUST COMPANY GREENVILLE, SOUTH CAROLINA

E. RANDOLPH STONE ATTORNEY AT LAW GREENVILLE, S. C.

Together with all 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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