

GREENVILLE
FILED
10-17-79

MORTGAGE

SOUTH CAROLINA
File No. 31250
Date September 1979This instrument is subject to the
South Carolina Uniform Act for the
Protection of Persons in Debt, commonly
known as the National Uniform Act.STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: FRANCES L. DENDY AND JOHN C. WELLS

----- of
GREENVILLE COUNTY, SOUTH CAROLINA ----- hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THE KISSELL COMPANY

-----, a corporation organized and existing under the laws of **THE STATE OF OHIO** -----, 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 **TWENTY FIVE THOUSAND ONE HUNDRED AND NO/100----- Dollars (\$25,100.00-----), with interest from date at the rate of **NINE AND ONE-HALF** ----- per centum (9 1/2----%) per annum until paid, said principal and interest being payable at the office of **THE KISSELL COMPANY** ----- in **PITTSBURGH, PENNSYLVANIA** ----- or at such other place as the holder of the note may designate in writing, in monthly installments of **TWO HUNDRED ELEVEN AND 05/100----- Dollars (\$ 211.05-----), commencing on the first day of **APRIL** -----, 1979 , 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 **MARCH** -----, 2009 .****

NOT, 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 piece, parcel or tract of land lying in the Town of Fountain Inn, County of Greenville, State of South Carolina, shown as Lot 2 of Block A on a plat of Friendship Heights Subdivision which plat is recorded in the RMC Office for Greenville County in Plat Book RR, Page 159 and a more recent plat by Century Land Surveying Company for Frances L. Dendy and John C. Wells dated February 14, 1979 and recorded in the RMC Office for Greenville County in Plat Book 67, Page 96 and having according to the more recent plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Fork Road at the joint corner of Lots 1 and 2 and running thence N. 13-57 W., 200.0 feet to an iron pin; running thence N. 29-00 E., 49.3 feet to an iron pin joint corner of Lots 2 and 4; running thence S. 79-00 E., 51.3 feet to an iron pin joint corner of Lots 2, 3 and 4; running thence S. 13-57 E., 215.0 feet to an iron pin on Fork Road joint corner of Lots 2 and 3; running thence with said Road S. 76-03 W., 30.0 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of M. Kemp Younts, Jr. to be recorded of even date herewith.

Together with all and singular the rights, royalties, easements 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 fixtures, furniture, and fixtures, fixtures, and equipment now or hereafter attached thereto and connected with the real estate herein described.

TO HAVE AND TO HOLD it 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 title to the same, and that he can make no claim thereto, 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 freehold, and against the Mortgagee and all persons who may ever lawfully claim 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 note hereinabove referred to, and to do the same at the times and in the manner therein provided. He agrees to cause to pay the first monthly payment in full equal to one or more monthly payments on the principal that are next due on the note, on the first day of the month prior to maturity, or earlier, if necessary, that written notice of an intent to foreclose is given to him at least thirty (30) days prior to prepayment.

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