

with mortgages insured under the one- to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

Contract to the second

ecos 1489 "pate 703

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES L. GUTHRIE AND CAROLYN GUTHRIE

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 , hereinafter the state of Ohio organized and existing under the laws of 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-eight Thousand Three Hundred and no/100-----_____Dollars (\$ 28, 300.00

per centum (11-1/2with interest from date at the rate of eleven and one-half per annum until paid, said principal and interest being payable at the office of The Kissell Company, 30 Warder in Springfield, Ohio 45501 Street or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Eighty and 45/100-----Dollars (\$ 280.45 commencing on the first day of January .1980, 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, 2009.

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 those pieces, parcels or lots of land with all buildings and improvements thereon, situate, lying and being on the southeastern corner of the intersection of U. S. Highway No. 276 known as Geer Highway and Vanoy Circle in Cleveland Township, near Marietta in Greenville County, South Carolina being known and designated as Lots Nos. 37 and 38 as shwon on a plat entitled BEATTIE HEIGHTS, SECTION I, made by Terry T. Dill dated March 30, 1959, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book MM at Page 117, and having according to a more recent survey thereof entitled PROPERTY OF JAMES L. GUTHRIE AND CAROLYN GUTHRIE made by Freeland & Associates dated November 26, 1979, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-3 at Page 5-2, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of U. S. Highway No. 276 known as Geer Highway and Vanoy Circle and running thence along the southern side of the Geer Highway, S. 58-23 E. 50 feet to an iron pin at the joint front corner of lots nos. 37 and 38; thence continuing along the southern side of the Geer Highway, S. 61-08 E. 100 feet to an iron pin at the joint front corner of lots nos. 36 and 37; thence along the common line of said lots, S. 28-43 W. 230.3 feet to an iron pin in the rear line of lot no. 32; thence along the common line of lots nos. 32 and the rear line of lot no. 32; thence along the common line of lots nos. 32 and 37, N. 78-57 W. 30.8 feet to an iron pin; thence along the common line of lots nos. 31, 37 and 38, N. 51-20 W. 160.7 feet to an iron pin on the eastern side 37, N. 78-57 W. 30.8 feet to an iron pin; thence along the common line of lots

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 Morgagor covenants that he is lawfully seized of the premises hereinahove 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 an 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.

HUD-92175M (1-79)

Replaces Form FHA-2175M, which is Obsolete

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