The Kissell Company 30 Warder Street Springfield, Ohio 45501

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## MORTGAGE

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

SEP 20 4 26 PH 182

DONNIE S. TANKERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN: R.M.C

DERWOOD R. WARD

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

## THE KISSELL COMPANY

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

Forty-Five Thousand and No/100 ----- Dollars (\$ 45,000.00

with interest from date at the rate of fourteen per centum ( 14 %)
per annum until paid, said principal and interest being payable at the office of The Kissell Company

30 Warder Street in Springfield, Ohio 45501
or at such other place as the holder of the note may designate in writing, in monthly installments of

Five Hundred Thirty-Three and 25/100 ----- Dollars (\$ 533.25), commencing on the first day of November, 19 82, 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 October, 2012.

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 in the State of South Carolina, Greenville County, Chick Springs Township, City of Greer, lying at the southeastern intersection of Sylvan Drive and Bent Creek Drive and being shown and designated as Lot No. 33 on a plat of King Acres, prepared by John A. Simmons, Registered Surveyor, dated August 10, 1963, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY, Page 153, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the eastern side of Bent Creek Drive at the joint front corner of Lots 32 and 33 as shown on the aforementioned plat and running thence with the common line of said lots S. 68-46 E. 230.7 feet to an iron pin; thence with the common line of Lots 33 and 34, N. 15-20 W. 180 feet to an iron pin on the southern side of Sylvan Drive; thence with the southern side of Sylvan Drive S. 84-34 W. 129.2 feet to an iron pin; thence with the curve of Sylvan Drive and Bent Creek Drive, the chord of which is S. 52-43 W. 26.6 feet, to an iron pin on the eastern side of Bent Creek Drive; thence with the eastern side of Bent Creek Drive S. 15-47 W. 64.2 feet to an iron pin, the point of beginning.

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Together with all and singular the rights, members, hereditaments, and appuite the singular the rights, members, hereditaments, and appuite the singular the rights, 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 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.

Replaces Form FHA-2175M, which is Obsolete

HUD-92175M (1-79)

DOCUMENTARY