once to four-family provisions of the National Housing Act. 300x1627 5481678

COUNTY OF GREENVILLE :

DONNIE 3 R.H.U

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, HICHAEL H. SHALULY & HARTHA R. SHALULY,

The second second

Greenville, South Carolina , hereinafter called the Mortgagos 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 FOURTEEN THOUSAND, EIGHT HUNDRED AND NO/100---- Dollars (S 14,800.00

per centum (13.00 %) THIRTEEN with interest from date at the rate of THE KISSELL COMPANY. per annum until paid, said principal and interest being payable at the office of Springfield, Ohio, 45501, in 30 Warder Street or at such other place as the holder of the note may designate in writing, in monthly installments of ONE HUNDRED SIXTY THREE AND 72/100-----), , 19 83, and on the first day of each month thereafter until the princommencing on the first day of NOVEMBER cipal 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, 2013.

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 piece, parcel, or lot of land in Greenville Township, Greenville County, State of South Carolina, lying, being and situate on the Eastern side of Old Augusta Road and Potomac Avenue, and being known and designated as Lot 22, and the major portion of Lots Nos. 21 and 23, and a portion of Lot #25, Monteith Heights, as shown on Plat Recorded in Plat Book B, at Page 185, in the RMC Office for Greenville County, and more particularly, recently on a Plat entitled: "Property of Michael H. Shaluly and Martha R. Shaluly", dated June 7, 1983, and prepared by R. B. Bruce, RLS #1952, of Carolina Surveying Company, and recorded in the RMC Office for Greenville County in Plat Book 9-7, at Page 78and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Old Augusta Road, joint front corner of Lots Nos. 20 and 21, and running thence along Old Augusta Road, N. 14-43 E., 100 feet to an iron pin at the intersection of Old Augusta Road and Potomac Avenue, and at the joint front corner of Lots 21 and 22; thence along the Southeastern side of Potomac Avenue, N. 54-00 E., 147 feet to an iron pin in the front line of Lot No. 23; thence S. 38-56 E., 157.9 feet to an iron pin in the joint line of Lots 23 and 25; thence along the line of Lot No. 25, S. 58-49 W., 103.6 feet to an iron pin; thence S. 16-42 E., 44.7 feet to an iron pin; thence S. 66-50 W., 16 feet to an iron pin; thence N- 74-30 W., 158.9 feet to the BEGINNING CORNER.

This is the identical property heretofore conveyed to the Mortgagors herein by Deed of Jenne E. Papageorge, et al., dated June 14, 1983, and recorded in the RMC Office for Greenville County on Sept. 15, 1983, in Deed Volume 19, at Page 3/11.

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.

HUD-92175M (1-79)