

MORTGAGE

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

Vol 1561 Page 144

FILED
GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } 3 31 PM '84

Note: This mortgage is being recorded again to correct a typographical error in a heading description. Vol 1563 Page 44

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

TERRY NEAL COOK
16 Neal Street, Greenville, S. C. 29601

, hereinafter called the Mortgagor, send(s) greet(ings):

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

organized and existing under the laws 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

Thirty-Seven Thousand Three Hundred Sixty-Eight Dollars (\$ 37,368.00),

with interest from date at the rate of twelve and one-half per centum (12.5 %) per annum until paid, said principal and interest being payable at the office of THE KISSELL COMPANY

Box 100991 in Pittsburg, PA 15233-4991 or at such other place as the holder of the note may designate in writing, in monthly installments of

Three Hundred Ninety-Eight and 81/100 Dollars (\$ 398.81), commencing on the first day of July, 19 84 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 June, 2014.

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 Mortgagor 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:

lying and being situate on the North side of Neal Street within the City of Greenville, Greenville Township, being known and designated as Lot No. 17 and a 5 foot strip of Lot 16, as shown on plat of Townes Street property of W. C. Cleveland, which is recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book B, at Page 5, and more recently shown on a plat entitled "Property of Terry Neal Cook", dated April 30, 1984, prepared by Jones Engineering Service to be recorded herewith and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Neal Street, which point is 114 feet in an Easterly direction from the intersection of Neal and Wilton Streets at the joint front corner of Lots 17 and 18, and running thence with the joint line of said lots N. 13-46 E. 186.91 feet to an iron pin; thence S. 85-22 E. 66.08 feet to an iron pin at the joint rear corner of Lots 17 and 16; thence turning and running with the line of said lots S. 14-20 W. 197.67 feet to an iron pin on the North side of Neal Street; thence turning and running with the Northerly side of Neal Street N. 76-00 W. 63.27 feet to the point of beginning.

DERIVATION: This being the same property conveyed to the Mortgagor herein by Deed dated May 4, 1984 from Ward S. Stone, Jr., said deed to be recorded herewith in Deed Book 1211, Page 909, in the R.M.C. Office for Greenville County, South Carolina.

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.

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