Jun 2 | 57 PM '83

## MORTGAGE

with mortgages insured under the

one- to four-family provisions of

30NN RE83-78 7 STATE OF SOUTH CAROLINA. GREENVILLE COUNTY OF

42/100ths-

6

N

the National Housing Act.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Anthony Soignoli and Linda V. Soignoli

Greenville, 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 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 Sixty-two Thousand and no/100ths--Dollars (\$62,000.00 eleven and one-half with interest from date at the rate of 11-1/2 %) per annum until paid, said principal and interest being payable at the office of The Kissell Company, Springfield, Ohio 45501 30 Warder Street in or at such other place as the holder of the note may designate in writing, in monthly installments of Six-hundred Fourteen and - Dollars (\$ 614.42

, 1983, and on the first day of each month thereafter until the princommencing on the first day of July 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 June 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina and being shown and designated as Lot 5 on plat of Enoree Hills Subdivision recorded in Plat Book MM at Page 197 in the RMC Office for Greenville County, reference to said plat being made for a more complete description thereof.

This is the same as that conveyed to Anthony Soignoli & Linda V. Soignoli by deed of Redca Builders, Inc., being dated and recorded concurrently herewith.

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 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)

The second second