

K# 267292-1482 PAGE 309

MORTGAGE

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

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

SEP 27 3 35 PM '79
DONNIE S. TANKERSLEY
R.H.C.

FHA# 461:167422

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, Stewart C. Shay

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto
Springfield, Ohio, 45501

The Kissell Company, 30 Warder Street,

, a corporation
, hereinafter
organized and existing under the laws of The State of Ohio
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-Six Thousand Six Hundred and No/100-----
-----Dollars (\$36,600.00),

with interest from date at the rate of eight per centum (8 %) per annum until paid, said principal and interest being payable at the office of The Kissell Company in Springfield, Ohio or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Sixty-Eight and 57/100-----Dollars (\$268.57), commencing on the first day of November, 1979, 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, 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 that piece, parcel or lot of land, situate, lying and being on the southeastern side of Ardmore Drive, County of Greenville, State of South Carolina being known and designated as Lot 155 on a plat of Colonial Hills, Section III, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book BBB at Page 91 and having according to a more recent plat of "Property of Stewart C. Shay", the following metes and bounds, to-wit:

BEGINNING at a point on Ardmore Drive, 65 feet in a southwesterly direction from the intersection of Ardmore Drive and Woodleigh Drive at the joint front corner of Lots 155 and 156 and running thence along a line of Lot 156, S. 15-48 E., 207.9 feet to a point; thence S. 78-16 W., 100.0 feet to a point; thence along a line of Lot 154, N. 12-02 W., 182.6 feet to a point on the southeastern edge of Ardmore Drive; thence along the southeastern edge of Ardmore Drive N. 63-49 E., 80.5 feet to a point; thence N. 49-52 E., 9.5 feet to the Beginning corner and being the same property conveyed by Michael Fred Goodling and Elizabeth Marie Goodling to Stewart C. Shay by a Deed dated September 27, 1979 and recorded herewith.

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STATE OF SOUTH CAROLINA
RECORDS & DEEDS COMMISSION
DOCUMENTARY
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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.

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