

FILED
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SOUTH CAROLINA
RECORDERS OFFICE
GREENVILLE

MORTGAGE

1438 198

This form is used in connection with the program insured under the new 40-hour plan of the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: Ramon Fernandez-Rubio and Lourdes Fernandez-Rubio

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

WHEREAS, the Mortgagor is well and truly indebted unto The Kissell Company

a corporation hereinafter organized and existing under the laws 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 forty-four thousand one hundred fifty and no/100ths Dollars (\$ 44,150.00), 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

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 Three hundred Twenty-three and 96/100ths Dollars (\$ 323.96), commencing on the first day of January 1980 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 December, 2009

NOT KNOR 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 on the southwestern side of Mistletoe Drive, in the County of Greenville, State of South Carolina, being shown and designated as Lot 55, on a Plat of Mountain Shadows, recorded in the RMC Office for Greenville County in Plat Book 4-N, at Page 7, and having such metes and bounds as are shown thereon.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above property.

Derivation: Being the same conveyed to Ramon Fernandez-Rubio and Lourdes Fernandez-Rubio by deed of John J. Luik and Cherita S. Luik dated and recorded with this mortgage.

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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 and interest on the indebtedness evidenced by the said note, at the times and in the manner therein 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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