

FOOT BY A. RICHARDSON

10-1020-43105

GR: FILED
D.C. 3-27 AM '80
SOUTH CAROLINA

MORTGAGE

THIS MORTGAGE is made this 1st day of December 1980, between the Mortgagor, Charles W. Smith, Jr. and Mary E. Smith (herein "Borrower"), and the Mortgagee, The Kissell Company, a corporation organized and existing under the laws of Ohio, whose address is 30 Warder Street, Springfield, Ohio 45501 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Four Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011

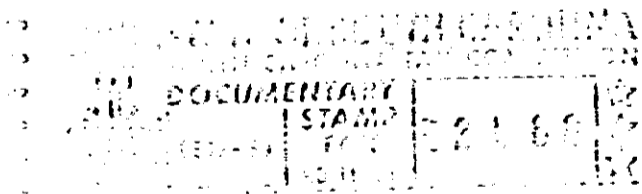
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, situate, lying and being on the eastern side of Paddock Place and being known and designated as Lot 44 on plat of Heritage Lakes Subdivision prepared by Heaner Engr. Co., Inc. 10/20/77, and recorded in the RMC Office for Greenville County, S. C., Oct. 27, 1977 in Plat Book 6-H, page 16, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Paddock Place, which iron pin is the joint front corner of Lots 43 and 44; and running thence N. 78-57-39 E. 277.24 feet to an iron pin; thence N. 7-53-05 W. 106 feet to an iron pin; thence S. 78-57-39 W. 240.24 feet to an iron pin on the easterly side of Paddock Place; thence around the curve of Paddock Place, the chord of which is S. 25-19-18 W. 59.29 feet to an iron pin; thence along the easterly side of Paddock Place S. 1-40 E. 6.70 feet to an iron pin; thence continuing along the easterly side of Paddock Place S. 4-10-34 E. 51.93 feet to an iron pin, the point of beginning.

This being the same property conveyed to the grantors herein by deed dated December 1, 1980, and recorded in the RMC Office for Greenville County in Deed Book 1138 at Page 172, on December 2, 1980.

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which has the address of 104 Paddock Place, Simpsonville, South Carolina 29681, (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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