

FILED  
GREENVILLE CO. S. C. MORTGAGE

BOOK 1529 PAGE 739

JAN 9 3 51 PM '81

JOHNIE S. TANKERSLEY 9th

THIS MORTGAGE is made this 9th day of January 1981 between the Mortgagor, Edward H. Frost, Jr. and Janet H. Frost Company (herein "Borrower"), and the Mortgagee, The Kissell Company, a corporation organized and existing under the laws of Ohio, whose address is 30 Wade Street, Springfield, Ohio (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Five Thousand and No/100 (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 9, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 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 tract of land containing 5 acres situate lying and being in the County of Greenville, State of South Carolina on the east side of Godfrey Road and being known and designated as a part of Lot 12 on plat of Property of Rockwood Enterprises, Inc. prepared by C. O. Riddle, Surveyor, dated September, 1958, recorded in the RMC Office for Greenville County, S.C. in Plat Book MM at Page 45, and having according to a more recent plat entitled Property of Edward H. Frost, Jr. and Janet H. Frost, made by Freeland & Associates on January 8, 1981 and recorded in the RMC Office in Plat Book 8-A Page 12, the following metes and bounds, to-wit:

BEGINNING at an railroad spike in the center of Godfrey Road and runs thence S. 75-18 E. 141.3 feet to an iron pin; thence S. 67-52 E. 316.3 feet to an iron pin; thence S. 39-58 E. 154.9 feet to an iron pin; thence S. 34-45 W. 278.8 feet to an iron pin; thence N. 89-45 W. 335.2 feet to an iron pin; thence N. 29-27 W. 284.6 feet to a railroad spike in Godfrey Road; thence along Godfrey Road N. 22-29 E. 274.4 feet to the beginning corner.

This being a portion of that property conveyed to the mortgagors by deed of Polly M. Richardson of even date to be recorded herewith.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
REGISTERED  
\$22.00

which has the address of Rt 1 Godfrey Road Simpsonville South Carolina (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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