

GREENVILLE COUNTY S.C.

MORTGAGE

BOOK 1579 PAGE 946

SEP 8 1 17 PM '82

THIS MORTGAGE is made this 8TH day of SEPTEMBER 1982, between the Mortgagee, JAMES F. BROOKS AND JANICE F. BROOKS (herein "Borrower"), and the Mortgagee, THE KISSELL COMPANY, 30 WARDER STREET, SPRINGFIELD, OHIO 45501, a corporation organized and existing under the laws of THE STATE OF OHIO, whose address is 30 WARDER STREET, SPRINGFIELD, OHIO 45501 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-FOUR THOUSAND AND NO/100THS (\$64,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated SEPTEMBER 8, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 1, 2007.

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 piece, parcel or lot of land in O'Neal Township, County of Greenville, State of South Carolina, located about three (3) miles North of the City of Greer, on the East side of Williamsburg Drive, Jamestown Estates, being a portion of that land shown and designated as Tract Two (2) on a plat of property made for the W. C. Chandler Estate, by John A. Simmons, surveyor, dated August 26, 1963, recorded in Plat Book "YY" at Page 149, and a more recent survey recorded in Plat Book 4-X at Page 68, Greenville County RMC Office, and having the following metes and bounds, to-wit:

BEGINNING at the joint front corner of Lots 14 and 15 on the East side of Williamsburg Drive and running as a common line of Lots 14 and 15, S. 79-17 W. 180.9 feet to an oip; thence S. 25-45 E. 70 feet to an oip; thence S. 8-20 E. 98.2 feet to an oip; thence S. 19-20 E. 30.9 feet to an ip; thence running N. 85-46 W. 224 feet to an oip on Williamsburg Drive; thence running with Williamsburg Drive N. 0-23 E. 86.4 feet to an ip; thence continuing with Williamsburg Drive N. 10-31 W. 53.7 feet to an oip, the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Ratterree-James Agency on September 5, 1980, and thereafter filed on September 11, 1980, in the RMC Office for Greenville County in Deed Book 1133 at Page 125.

GREENVILLE COUNTY S.C. DOCUMENTARY STAMP

which has the address of LOT 14, WILLIAMSBURG DRIVE, GREER 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.

500 0 51991001

4328 RV.2