

GREENVILLE CO. S. C.

# MORTGAGE

1573 811

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

SEP 10 9 15 AM '82

DONNIE S. TANKERSLEY  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

S. C.  
PH '82  
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K# 943661-9  
1580 PAGE 102

TO ALL WHOM THESE PRESENTS MAY CONCERN: DAVID R. STONE & WARD S. STONE, SR.

, hereinafter called the Mortgagor, send(s) greetings

WHEREAS, the Mortgagor is well and truly indebted unto THE KISSELL COMPANY

organized and existing under the laws of OHIO, hereinafter 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 MS WSSH Fifty-Two Thousand One Hundred Fifty and no/100 Dollars (\$ 52,150.00 ),

with interest from date at the rate of Fifteen and one-half per centum ( 15.5 %) 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 Six Hundred Eighty and 56/100ths----- Dollars (\$ 680.56 ), commencing on the first day of August, 19 82, 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 July, 2012

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 State of South Carolina: GREENVILLE

ALL those certain pieces parcels or lots of land situate lying and being in the State of South Carolina County of Greenville being known and designated as lots 20 and 21 Gallivan Street on a plat of Northwood recorded in the R.M.C. Office for Greenville County in Plat Book J at page 102 and 103, and also according to a more recent plat by Freeland and Associates dated June 25, 1982 as is shown in Plat Book 9-C, Page 25 reference being made to said plat for metes and bounds therewith.

BEING the same conveyed to David R. Stone by deed of James Theodore by deed dated September 3, 1980 and recorded September 4, 1980 in the R.M.C. Office for Greenville County, South Carolina.

THIS conveyance is subject to easements, restrictions of record and on the premises.

STATE OF SOUTH CAROLINA  
NOTARY PUBLIC  
STAMP  
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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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