

# MORTGAGE

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

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION

DOCUMENTARY  
STAMP  
OCT 20 1982 TAX \$ 06.60  
P. 9. 11218

TO ALL WHOM THESE PRESENTS MAY CONCERN,  
DONNIE J. JANNERSLBY, M.C.

ALLEN R. STOGNER AND SARA W. STOGNER, of  
the County of Greenville, State of South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor(s) well and truly indebted unto THE KISSELL COMPANY, 30 Warder Street,

Ohio, 45501, a corporation organized and existing under the laws of THE STATE 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 Sixteen Thousand Four Hundred Fifty and No/100 Dollars (\$ 16,450.00 ),

with interest from date at the rate of Twelve and one-half per centum ( 12.50 %) 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 One Hundred Seventy-Five and 69/100 Dollars (\$ 175.69 ), commencing on the first day of December, 1982, 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 November, 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 Greenville, State of South Carolina:

ALL that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being in the State of South Carolina, Greenville County, City of Greenville, on the southern side of Hillside Circle, being the northeastern portion of Lot No. 5 as shown on a plat of the property of J. A. Floyd, prepared by Dalton and Neves, dated January 1927, recorded in the RMC Office for Greenville County in Plat Book G, Page 132, revised June 1948, recorded in the RMC Office for Greenville County in Plat Book U, Page 189, and being more recently shown on a plat of the property of Allen R. Stogner and Sara W. Stogner, prepared by R. B. Bruce, RLS, dated September 22, 1982, recorded in the RMC Office for Greenville County in Plat Book 9-6, Page 76, and having, according to the last mentioned plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the southern side of an unopened road (now Hillside Circle), at the joint front corner of this property and other property belonging to Carrie F. Pettett and running thence with the southern side of said unopened road (now Hillside Circle) N. 74-23 E. 214 feet to an iron pin on the line of Dixie Heights Subdivision; thence with the line of this property and property of Dixie Heights Subdivision, S. 43-12 W. 166.7 feet to an iron pin on the line of Paul and Grace Webber; thence with the common line of this property and the property of Webber and Pettett, N. 55-11 W. 112 feet to an iron pin on the southern side of the unopened road (now Hillside Circle), the point of beginning.

\*(SEE PAGE FOUR FOR CONTINUATION)

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.