

FILED
GREENVILLE CO. S.C.

JAN 27 2 59 PM '83

DONNIE S. BANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA,
COUNTY OF Greenville } ss:

MORTGAGE

LONG, BLACK & GASTON

461: 184779-Refinance

BOOK 1593 PAGE 1

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

TO ALL WHOM THESE PRESENTS MAY CONCERN: That we, Ford Banks, Jr. and Freda D. Banks

Greenville, South Carolina

of hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

The Kissell Company

, 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

SEVENTEEN THOUSAND FIVE HUNDRED FIFTY AND NO/100 Dollars (\$ 17,550.00)

with interest from date at the rate of Twelve per centum (12.00 %) 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 Eighty and 59/100 Dollars (\$ 180.59) commencing on the first day of March, 1983, 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 February, 2013

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 piece, parcel or lot of land on the west side of Mellon Street in the Village of S. Slater & Sons, Inc., at Slater, South Carolina, in the County of Greenville, State of South Carolina, being known and designated as Lot Number Six (6), in Block J, as shown on plat of the village of S. Slater and Sons, Inc., made by J. E. Sirrine and Company, Engineer, dated July 10, 1940, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book "K" at Pages 63, 64 and 65, and having, according to a more recent survey prepared by Freeland and Associates, dated January 23, 1983, entitled "Property of Ford Banks, Jr. and Fred D. Banks", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Mellon Street, joint front corner of Lots Nos. 5 and 6 of Block J, and running thence with the line of Lot No. 5, S. 87-23 W. 125 feet to an iron pin; thence N. 2-37 W. 70 feet to an iron pin; thence with the line of Lot No. 7 N. 87-23 E. 125 feet to an iron pin on the west side of Mellon Street; thence with the west side of Mellon Street, S. 2-37 E. 70 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagors herein by deed of Edward R. Grice and Linda D. Grice, dated September 24, 1981 and recorded September 28, 1981 in Deed Book 1155 at Page 856.

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.

4328-RV-21