

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

FILED MAY 17 3 10 PM '83 DONNILL S. R.M.C. GREGORY III & BURRIS SATTERFIELD

TO ALL WHOM THESE PRESENTS MAY CONCERN:

NEWEL TUCKER, JR. and DEBORAH O. TUCKER

Greenville County, South Carolina, 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 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 SIXTY THOUSAND THREE HUNDRED FIFTY AND NO/100 Dollars (\$ 60,350.00).

with interest from date at the rate of TWELVE per centum (12%) 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 Twenty-One and No/100 Dollars (\$ 621.00), commencing on the first day of July, 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 June, 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 certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 4.55 acres, more or less, located on the southeastern side of McKelvey Road and being known as portion of SURVEY FOR P.C. GREGORY III & BURRIS SATTERFIELD recorded in the RMC Office for Greenville County in Plat Book 6C, Page 45 and also being known as "Property of Newel Tucker, Jr. and Deborah O. Tucker" on plat prepared by Carolina Surveying Co., dated May 4, 1983 and recorded in the RMC Office for Greenville County in Plat Book 95, Page 63, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at a nail and cap located in McKelvey Road and running thence along the common line of the within 4.55 acre tract and other property of Newel Tucker, Jr. and Deborah O. Tucker, S 37-35 E 530 feet to an iron pin; thence S 17-32 E 314 feet to a point in branch; thence turning and running along the branch as the line, S 15-16 W 116.9 feet to an old iron pin; thence turning and running along the property of J. Douglas Vaughn, N 43-58 W 890.1 feet to an old iron pin; thence turning and running along and through said McKelvey Road, N 50-19 E 300 feet to a nail and cap, the point of beginning.

Being a portion of the property conveyed to the mortgagors herein by deed of P. C. Gregory, III and Burris Satterfield recorded in the RMC Office for Greenville County in Deed Book 1062, Page 710 on August 15, 1977.

STATE OF SOUTH CAROLINA DOCUMENTARY TAX COMMISSION STAMP TAX \$ 24.16

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 intention to exercise such privilege is given at least thirty (30) days prior to prepayment.