

MORTGAGE

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THIS MORTGAGE is made this 23rd day of February 1984 between the Mortgagor, THOMAS N. WHITESIDE and NANCY B. WHITESIDE COMPANY (herein "Borrower"), and the Mortgagee, THE KISSELL COMPANY, 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 FORTY THOUSAND and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 23, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2014

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 with the buildings and improvements thereon, situate, lying and being on the eastern side of Montverde Drive, in Greenville County, South Carolina, being shown and designated as Lot 6 on a plat entitled "Montverde, Section 2" by C. O. Riddle, dated November, 1956, and recorded in the RMC Office for Greenville County in Plat Book KK at Page 103. This lot is further described as Lot 6 (1.79 acres) on a more recent plat entitled "Montverde, Section 2, Lot 6, Property of Thomas N. Whiteside and Nancy B. Whiteside," by Freeland & Associates, dated January 25, 1983, and recorded in Greenville County Plat Book 9-H at Page 99, and having according to this more recent plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the eastern side of Montverde Drive at the joint front corner with Lot 7, and running thence with the joint line with Lot 7, S. 80-29 E. 257.36 feet to an old iron pin in a branch; thence with the branch as the line, the traverse of which is as follows: S. 7-18 W. 135.89 feet to an old iron pin; S. 19-24 E. 96.20 feet to an old iron pin, S. 19-02 E. 9.84 feet to an old iron pin, S. 15-44 E. 164.25 feet to an old iron pin at the joint rear corner with Montverde, Section 1; thence with the line of Montverde, Section 1, N. 62-49 W. 188.38 feet to an iron pin on the eastern edge of Montverde Drive; thence with the eastern edge of Montverde Drive, as follows: N. 30-25 W. 52.62 feet to an old iron pin; N. 45-50 W. 70.86 feet to an old iron pin; N. 63-02 W. 55.72 feet to an old iron pin; N. 39-56 W. 55.51 feet to a new iron pin; N. 7-26 E. 54.51 feet to a new iron pin; N. 17-05 E. 69.00 feet to a new iron pin; N. 11-13 W. 68.15 feet to an old iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Warren A. Harvey, dated January 28, 1983, and recorded January 31, 1983, in Greenville County Deed Book 1181 at Page 601.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
1984 FEB 23
16.00

which has the address of Route #12 Montverde Drive, Greenville, South Carolina, 29609 (herein "Property Address");

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21801

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 seized 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.

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