

MORTGAGE

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

VOL 1685 PAGE 607

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

ss: GREENVILLE
OCT 15 3 30 PM '84
WISLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Q. R. FOXX PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP ----- of Greenville, South Carolina -----, 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 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 Twenty-one Thousand One Hundred Seventy-five and No/100 ----- Dollars (\$ 21,175.00 -----),

with interest from date at the rate of Fourteen ----- per centum (14 ----- %) per annum until paid, said principal and interest being payable at the office of The Kissell Company ----- in Pittsburg, Pennsylvania 15269 ----- or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Fifty and 90/100 ----- Dollars (\$ 250.90 -----), commencing on the first day of December -----, 19 84, 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, 2014.

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 Mortgagor 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 lot of land, with improvements thereon, situate, lying and being on the northern side of Waco Street at its intersection with West Avenue near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as part of Lot 4 and part of Lot 5 on plat of property of J. R. West recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book C at Page 190 and according to a more recent survey entitled "Property of Q. R. Foxx Properties, a South Carolina General Partnership" recorded in the R.M.C. Office for Greenville County in Plat Book 11-A at Page 8 has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Waco Street at the joint front corner of Lots Nos. 6 and part of Lot 5 and running thence with the northern side of Waco Street, S. 75-02 W., 115.6 feet to a point on the eastern side of West Avenue; running thence with the line of part of Lot 4 along eastern side of West Avenue N. 15-14 W., 74.1 feet to an old iron pin; running thence N. 75-41 E., 119.2 feet to an iron pin in the line of Lot 6; running thence with the line of Lot 6, S. 12-25 E., 72.8 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Anna G. Lockee on May 28, 1984, recorded in Deed Book 1213 at Page 400. ----- continued on next page -----

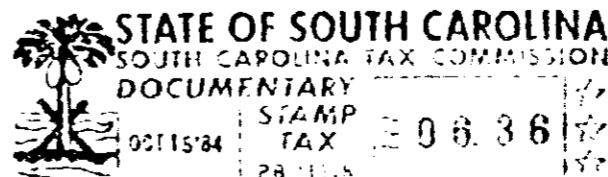
Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now 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 and 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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