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GREENVILLE CO. S. C.  
JUN 22 4 01 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

# 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 }  
D. O. P. 688  
Div. 17, S.C. 29501

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES M. SCOTT AND RUBY N. SCOTT

----- of  
GREENVILLE COUNTY, 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 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 THIRTY ONE THOUSAND SEVEN HUNDRED AND NO/100-----Dollars (\$31,700.00-----), with interest from date at the rate of TEN-----per centum (10-----%) per annum until paid, said principal and interest being payable at the office of THE KISSELL COMPANY-----

-----in SPRINGFIELD, OHIO-----, or at such other place as the holder of the note may designate in writing, in monthly instalments of TWO HUNDRED SEVENTY EIGHT AND 33/100-----Dollars (\$ 278.33-----), commencing on the first day of AUGUST-----, 19 79, 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 JULY-----, 2009.

NOT KNOWN 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, together with all buildings and improvements thereof, situate, lying and being on the northeastern side of Uneeda Court, in Greenville County, South Carolina, being shown and designated as Lot No. 28 on a plat of Sherman Park, Section II, made by Campbell and Clarkson, Surveyors, Inc. dated April 1, 1974 and recorded in the RMC Office for Greenville County in Plat Book 4R, Page 66, and a more recent plat of James M. and Ruby N. Scott as prepared by Carolina Surveying Company dated June 19, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-H, Page 52, and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Uneeda Court and the joint front corner of Lots 27 and 28 and running thence with the common line of said Lots N. 32-55 E., 280.3 feet to an iron pin; thence along the rear of Lot 28 S. 54-16 E., 69.4 feet to an iron pin, joint rear corner of Lots 28 and 29; running thence with the common line of said Lots S. 39-16 W., 27.1 feet to an iron pin; thence continuing with the common line of said Lots S. 29-51 W., 240.8 feet to an iron pin on Uneeda Court; thence with said Court N. 63-47 W., 80 feet to an iron pin, the point of beginning.

### OVER!

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 therein 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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