

FILED  
 GREENVILLE CO. S.C.  
 MORTGAGEE'S ADDRESS: 30 Warder Street, Springfield, Ohio 45501  
 JAN 23 2 19 PM '81  
 DONNIE S. TANKERSLEY  
 R.M.C.

K#289469-9  
 2005 1530 PAGE 783

MORTGAGE

THIS MORTGAGE is made this ..... 23rd ..... day of ..... January .....  
 19 .. 81, between the Mortgagor, .... James Brandon Simons and Cathy W. Simons .....  
 ..... (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 ... Thirty-Five Thousand and  
 ..... No/100 (\$35,000.00) ..... Dollars, which indebtedness is evidenced by Borrower's note  
 dated ... January 23, 1981 ..... (herein "Note"), providing for monthly installments of principal and interest,  
 with the balance of the indebtedness, if not sooner paid, due and payable on ... February 1, 2011  
 .....

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 situate, lying and being on the Southeasterly  
 side of Creekside Road, near the City of Greenville, South Carolina, being known  
 and designated as Lot No. 415 on plat entitled "Map 3, Section 2, Sugar Creek"  
 as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book  
 7-X at Page 2, and having, according to said plat, the following metes and bounds,  
 to-wit:

BEGINNING at an iron pin on the Southeasterly side of Creekside Road, said pin  
 being the joint front corner of Lots 414 and 415 and running thence with the common  
 line of said lots, S. 67-21-09 E. 176.88 feet to an iron pin, the joint rear corner  
 of Lots 414 and 415; thence N. 19-06-48 E. 85.42 feet to an iron pin, the joint  
 rear corner of Lots 415 and 416; thence with the common line of said lots, N. 58-51-  
 52 W. 165.16 feet to an iron pin on the Southeasterly side of Creekside Road; thence  
 with the Southeasterly side of Creekside Road, S. 26-53-31 W. 110 feet to an iron  
 pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of M. G.  
 Proffitt, Inc. of even date to be recorded herewith.

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which has the address of ..... Creekside Road ..... Greer .....  
 ..... [Street] ..... [City]  
 ..... S. C. .... 29651 ..... (herein "Property Address");  
 ..... [State and Zip Code]

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improve-  
 ments 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 seised 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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