MORTGAGE

GREENVILLE OF S. C.

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

May 4 3 31 PH '83

DONNIE & FINERSLEY R.M.C

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Toney H. Cody and Prentiss B. Cody

of

Travelers Rest, 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 Thirty-Pive Thousand and 00/100 Dollars (\$35,000.00),

with interest from date at the rate of twelve per centum (12.00 %) 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 Three Hundred Sixty Dollars (\$ 360.15

and 15/100

commencing on the first day of July

cipal 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 piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, and being shown as 1.56 acres on plat of property recorded in the RMC Office for Greenville County in Plat book 6T at Page 78, and on plat prepared for Toney H. and Prentiss B. Cody by Freeland & Associates, Engineers and Land Surveyors, on April 20, 1983 and recorded in Plat Book 9-5 at Page 35, and having, according to latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Lanford Road, said iron pin being located 1449 feet, more or less, from Geer Road and running thence N. 56-32 W. 365.89 feet to a railroad spike; thence turning and running N. 4-10 W. 303.84 feet to an iron pin; thence turning and running S. 56-01 E. 5.90 feet to an iron pin; thence S. 56-01 E. 305.45 feet to an iron pin; thence S. 53-20 E. 48.45 feet to an iron pin; thence turning and running S. 34-59 W. 90.47 feet to an iron pin; thence S. 35-08 W. 119.38 feet to an iron pin; thence turning and running S. 56-16 E. 202.70 feet to an iron pin; thence turning and running S. 45-19 W. 24.95 feet to an iron pin; the point of beginning

This being the same property conveyed to the Mortgagors by deed of Zelma L. Waggoner of even date, to be recorded herewith.

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.

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

HUD-92175M (1-79)

Replaces Form FHA-2175M, which is Obsolete

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