RET: Gaddy & Davenport, P.A., P. O. Box 10267, Greenville, S.C.

## **MORTGAGE**

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

GREENVILLE CO. S.C. STATE OF SOUTH CAPOLIKAO2 PH '84 COUNTY OF GREENVILLE JERSLEY DONNIE S. I'M JERSLEY

va. 1651 111594

and desired the state of

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Russell E. Ballentine, Tee H. Ballentine, and Ann H. Martin,

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 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 Forty-seven Thousand Three Hundred Thirty-six and 

with interest from date at the rate of ---- Thirteen ----- per centum ( ---13.00-%) 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 Five Hundred Twenty-Three and 63/100------), Three and 63/100------), , 19 84 and on the first day of each month thereafter until the princommencing on the first day of May 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 April, 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 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 in Greenville Township, Greenville County, State of South Carolina, in Ward Six of the City of Greenville, and known as lot shown on a plat made by Dalton & Neves, and recorded in Plat Book E, page 89, and being more particularly described as follows:

BEGINNING at an iron fence post at corner of University and Howe Streets and running thence with Howe Street, S 21-11 W, 92.5 feet to an iron pipe; thence N.70-24 W, 135.1 feet to X on wall; thence N 36-00 E, 15.7 feet to corner; thence S 51-37 E 19.7 feet to fence post; thence N 36-26 E, 10.7 feet to corner; thence S 51-52 E, 11.8 feet to corner; thence S 66-32 E, 25 feet to fence post; thence N 38-30 E, 100.2 feet to iron fence post on University Street; thence with said street, S 49-48 E, 46.8 feet to beginning corner.

AND ALSO:

ALL that piece, parcel or lot of land in State, City, Township, and County aforesaid, in Ward Six of the City of Greenville, on \*SEE BACK OF MORTGAGE FOR CONTINUATION.

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:

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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.

Replaces Form FHA-2175M, which is Obsolete

HUD-92175M (1-79)