

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

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-Two Thousand Seven Hundred Thirty-Two and No/100 Dollars (\$ 22,732.00).

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 Pittsburgh, Pa. 15233 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Sixty-Nine and 35/100 Dollars (\$ 269.35), commencing on the first day of November, 1984, 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 October, 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 certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being on the Southern side of East Seventh Street, in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 51 of Woodside Mill, Section C, as shown on plat thereof dated January 14, 1950, prepared by Pickell & Pickell, Surveyors, and recorded in the RMC Office for Greenville County, S. C. in Plat Book W, at Pages 111-117, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of East Seventh Street, at the joint front corner of Lots Nos. 51 and 52, and running thence with the joint line of said lots, S. 7-29 E. 102 feet to an iron pin on a 12' alley; thence with the line of said alley, S. 32-31 W. 58 feet to an iron pin at the joint rear corner of Lots Nos. 50 and 51; thence with the joint line of said lots, N. 7-29 W. 102 feet to an iron pin on the Southern side of East Seventh Street; thence with the Southern side of East Seventh Street, N. 32-31 E. 58 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of James Glenn Rabb and Pamela G. Rabb, dated September 18, 1984, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1222, at Page 198, on September 19, 1984.

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.

9 8 1 7 5

2328-11-21