OS. 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

on the first day of

TO ALL WHOM THESE PRESENTS MAY CONCERN:

STEVEN MICHAEL KISH AND RACHEL LORAINE KISH

of

Greenville, South Carolina

August, 2010

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

OF GREENVILLE, SOUTH CAROLINA

organized and existing under the laws of the United States , 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 FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/100 ---- Dollars (\$ 34,450.00 ),

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, situate, lying and being in the State of South Carolina, in the Town of Simpsonville, Austin Township, being shown and designated as Lot No. 106, Section II, Sheet 1, of Westwood Subdivision, as shown on plat thereof, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 4-F at Page 44, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Capewood Road, joint corner with Lot No. 105 and running with said Capewood Road N. 87-37 W., 75 feet to an iron pin at the intersection of Capewood Road and Sherondale Lane; thence with said intersection N. 40-10 W., 33.8 feet to an iron pin on the eastern side of Sherondale Lane; thence with said Sherondale Lane N. 7-18 E., 139.3 feet to an iron pin, joint corner with Lot No. 107; thence with the line of said Lot No. 107 S. 85-58 E., 100 feet to an iron pin at the joint corner with Lot No. 105; thence with the line of said Lot No. 105 S. 7-20 W., 161.19 feet to an iron pin on the northern side of Capewood Road, the point of BEGINNING.

This is the same property conveyed to the mortgagors by Deed of James T. Tolbert recorded July 1980, R.M.C. Office for Greenville County, S.C.

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

HUD-92175M (1-79)