## **MORTGAGE**

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

FILED GREENVILLE CO. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

AUG 29 3 59 AN '80 DONNIE S. TANKERSLEY

Hary G. Jones and Jerry T. Jones, Jr.

of

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto The Kissell Company

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 five thousand nine hundred & 00/100 -----Dellars (\$ 25,900.00 ).

with interest from date at the rate of twelve per centum ( 12 %) per annum until paid, said principal and interest being payable at the office of The Kissell Company in Springfield, Ohio

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 scaling 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 in the State of South Carolina, County of Greenville, being known and designated as Lots 48 and 49 of West-view Heights Subdivision, shown on plat recorded in Plat Book G at Page 33 and Plat Book F at Page 140 in the RMC Office for Greenville County, S. C. and having the following metes and bounds:

Beginning at an iron pin at the joint front corner of Lots 49 and 50 which point is 223.3' from the intersection of Hill Street and Wilburn Avenue and running thence with Wilburn Avenue S. 4-04 E. 100 feet to an iron pin at the joint front corner of Lots 48 and 47; thence with the common line of Lot 47 S. 85-56 W. 136.8 feet to an iron pin; thence N. 2-41 W. 100 feet to an iron pin at the joint rear corner of Lots 49 and 50; thence with the common lot line of Lot 50 N. 85-56 E. 134.4 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of James K. Reynolds dated August 28, 1980 and recorded in the RMC Office of Greenville County in Deed Book 1/32 at Page 235.

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 not right and lawful outhority to sall, course, or any part the same and that the premises are free and close of all lines and any present the same and that the premises are free and close of all lines and any present the same and that the premises are free and close of all lines and any present the same and that the premises are free and close of all lines and any present the same and that the premises are free and close of all lines and any premises are free and close of all lines and any premises are free and close of all lines and any premises are free and close of all lines and any premises are free and close of all lines and any premises are free and close of all lines and any premises are free and all lines and any premises are free any premises and any premises and any premises are free any premises and any premises are any premises and any premises are any premises and any premises are

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)

Replaces Form FHA-2175M, which is Obsolete

AL 129 80