Mail to: The Kissell Company P.O. Box 6880 Greenville, SC 29606

on the first day of March, 2013

MORTGAGE

with mortgages insured under the one-, to four-family provisions of the National Housing Act.

3

O) (

 ∞

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

GREEN 00. S.C. FEB 15 4 C4 PH '83

TO ALL WHOM THESE PRESENTS MAY CONCERNITE S. (ANDER SLEYOBS and SYBIL G. COBS

the County of Greenville, State of South Carolina hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

THE KISSELL COMPANY

, a corporation , hereinafter the State of Ohio organized and existing under the laws of 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 Sixty Thousand Three Hundred Fifty and 00/100---------Dollars (\$60,350.00 -----) per centum (-----12 %) twelve---with interest from date at the rate of per annum until paid, said principal and interest being payable at the office of The Kissell Company, 30 Warder Street in Sprinfield, Ohio or at such other place as the holder of the note may designate in writing, in monthly installments of Six Hundred Twenty-One and 00/100-----), , 1983, and on the first day of each month thereafter until the princommencing on the first day of April cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable

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 the State and County aforesaid, being known and designated as Lots. No. 46 and 47, as shown on a plat of Pinewood Estates by H.S. Brockman, surveyor, dated November 1958 and recorded in the RMC Office for Greenville County in Plat Book MM, at Page 55, and having the following metes and bounds, to-wit:

BEGINNING at the intersection of Earline Drive and County Road at an iron pin and running thence with the line of said County Road N. 730-25' E. 176.0 feet to an iron pin, joint from corner of Lots 45 and 46' thence running with the side line of said Lot 45 S-16°-35' E. 170.0 feet to an iron pin, rear line of Lot 38; thence running along rear line of Lots 38, 37, and 36 S.73°-25' N. 220.5 feet to an iron pin, joint rear corner of Lots 36 and 47 on Earline Drive; thence running along the line of Earline Drive, N.10-55' E. 175.8 feet to the iron pin at the intersection of Earline Drive and County Road, the point of beginning.

NO residence to cost less than \$10,000.00 shall be erected on any lot; no residence shall be erected on lots nearer than 35 feet to the front line; no residence shall be built on any lot unless said lot has 70 feet or more, frontage; no outside toilets permitted and sewage to be disposed of by approved septic tanks; all lots to be used for residential purposes only.

THIS conveyance is subject to all easements and rights of way of record.

THIS being the same property conveyed to Grantor by Deed of Emerson E. Smith and Myrtle B. Smith recorded December 16, 1977 in the RMC Office for Greenville County and by Deed of E. P. McWhirter and Nell McWhirter recorded January 26, 1978 in the RMC Office. 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)

Replaces Form FHA-2175M, which is Obsolete