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

vol 1634 Mai 222

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

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 in the County of Greenville, State of South Carolina, being known and designated as Lot No. 28 as shown on plat of Property of J. R. West, dated August 16, 1937, recorded in the RMC Office for Greenville County, S. C. in Plat Book D, at Page 268, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the West side of Ledbetter Street, at the joint corner of Lots Nos. 27 and 28, and running thence with the line of Lot No. 27, S. 73-10 W. 130 feet to an iron pin; thence N. 16-50 W. 67.5 feet to an iron pin at the joint corner of Lots Nos. 28 and 29; thence with the line of Lot No. 29, N. 73-10 E. 130 feet to an iron pin on the West side of a Street; thence with said Street, S. 16-50 E. 67.5 feet to the point of beginning.

This is a portion of the property conveyed to the Mortgagor herein by deed of Harold L. Dillard, dated February 27, 1984, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1207, at Page 55, on February 28, 1984.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
STAMP
TAX
EB. 11218

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.

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