This form is used in connection with mortgages insured under the one- to four-family provisions of

the National Housing Act.

## MORTGAGE

GREENVILLE CO. S.C.

JAN 2 4 49 PH '85

DONNIE S. TANKERSLEY R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA. COUNTY OF GREENVILLE

J. MICHAEL STOLP and MARIE L. STOLP ----- of 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 Fifty Thousand Five Hundred Fifty and No/100 -----

with interest from date at the rate of Thirteen ----- per centum ( 13 ----- %) per annum until paid, said principal and interest being payable at the office of The Kissell Company ----or at such other place as the holder of the note may designate in writing, in monthly installments of Five Hundred Seventy-cipal 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 February JUS MLS

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, with improvements thereon, situate, lying and being on the western side of Fairmont Avenue near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 87 of a subdivision known as "Extension of Brookforest", plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book MNM at Page 155 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the western side of Fairmont Avenue at the joint front corner of Lots Nos. 86 and 87 and running thence with the joint line of said lots S. 84-28 W., 135.5 feet to an old iron pin; thence N. 5-32 W., 85 feet to an old iron pin at the joint rear corner of Lots Nos. 87 and 88; running thence with the joint line of said lots N. 84-28 E., 135.5 feet to an old iron pin on the western side of Fairmont Avenue; running thence with the western side of Fairmont Avenue, S. 5-32 E., 85 feet to the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of QRF Delta Company, Inc. recorded in the R.M.C. Office for Greenville County in Deed Book 1230 at Page 266 on the 2 day of JANUARY2, 1985.

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.

Replaces Form FHA-2175M, which is Obsolete OR17.3SC (rev 5-84) MIP

HUD-92175M (1-79)

Page 1 of 3

JA02

8

 $\infty$ (

gant agreement in the