

FILED  
S. C.  
DEC 22 PM '80  
H. PERRY

1528-800

# MORTGAGE

THIS MORTGAGE is made this 22nd day of December 19.80., between the Mortgagor, CHARLES P. ROBERTS, III (herein "Borrower"), and the Mortgagee, THE KISSELL COMPANY, a corporation organized and existing under the laws of Ohio whose address is 30. Warder Street, Springfield, Ohio. 45501 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Three Thousand Three Hundred and 00/100ths (\$43,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 22, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel, or lot of land with the buildings and improvements thereon, lying and being on the southerly side of Colvin Road near the City of Greenville, South Carolina, known and designated as Lot No. 46 on plat of HERITAGE HILLS, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY at Page 187, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Colvin Road, said pin being the joint front corner of Lots 46 and 47 and running thence with the common line of said lots S. 10-19 E., 155.9 feet to an iron pin, the joint rear corner of Lots 46 and 47; thence S. 80-15 W., 105.0 feet to an iron pin, the joint rear corner of Lots 45 and 46; thence with the common line of said lots N. 9-45 W., 170 feet to an iron pin on the southerly side of Colvin Road; thence with the southerly side of Colvin Road N. 80-15 E., 40 feet to an iron pin; thence continuing with said road S. 87-17 E., 65 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagor herein by deed of H. Perry Shuping and Rosemary W. Shuping, to be recorded herewith.

which has the address of 124. Colvin Road, Greenville, South Carolina 29615 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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