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GREENVILLE CO. S. C.

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DOHNIE S. TANKERSLEY }  
STATE OF SOUTH CAROLINA } ss:  
COUNTY OF GREENVILLE }

# MORTGAGE

Loan No. 257909

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

VCL 1458 PAGE 945

TO ALL WHOM THESE PRESENTS MAY CONCERN:

TU VAN LE and CHINH THI NGUYEN LE of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

The Kissell Company, a corporation 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-Six Thousand Nine Hundred Fifty and NO/100ths - - - - - Dollars (\$ 26,950.00 ), with interest from date at the rate of nine and one-half per centum ( 9.50 %) per annum until paid, said principal and interest being payable at the office of The Kissell Company 30 Warder Street in Springfield, Ohio 45501 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Twenty-Six and 65/100ths - - - - - Dollars (\$226.65 ), commencing on the first day of May, 1979, and on the first day of each month thereafter until the principal 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 April, 2009.

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 Chick Springs Township, Greenville County, State of South Carolina, and being known and designated as Lot #8 of a subdivision known as Leslie & Shaw, Inc., Realtors, according to survey of C. C. Jones Engineers & Associates dated November 4, 1955, recorded in the R.M.C. Office for Greenville County in Plat Book "JJ", Page 89; said property being shown on a more recent and correct plat by Carolina Surveying Co., dated January 29, 1979, entitled "PROPERTY OF TU VAN LE & CHINH THI NGUYEN LE", recorded in Plat Book 7B, at Page 29, in the R.M.C. Office for Greenville County, South Carolina, said property having such metes and bounds as shown thereon.

This being exactly the same property conveyed unto Tu Van Le and Chinh Thi Nguyen Le by deed of Virginia C. Condon (formerly Virginia C. Jacks), dated and recorded concurrently herewith.

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This being the same property conveyed unto Virginia C. Condon (formerly Virginia C. Jacks) by deed of George O. Jacks, dated October 28, 1978, recorded November 3, 1978, in Deed Book 1091, at Page 203, in the R.M.C. Office for Greenville County, South Carolina.

This property is conveyed subject to all restrictions, easements, and zoning ordinances of record or on the ground affecting said property.

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 therein 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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