

3:22 PM '80

MORTGAGE

SPRINGFIELD, OHIO

THIS MORTGAGE is made this 29th day of December 1980, between the Mortgagor, EDWARD SCOTT SMITH AND CHRISTINE SMITH (herein "Borrower"), and the Mortgagee, THE KISSELL COMPANY, a corporation organized and existing under the laws of The State of Ohio, whose address is 30 Warder Street, Springfield, Ohio. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 29, 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 piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, situate, lying and being on the western side of North Main Street, and being known and designated as Lot No. 15 of Section F, Highland Terrace Subdivision, as recorded in the Greenville County RMC Office in Plat Book D on Pages 238 and 239, and having, according to a more recent survey prepared by Freeland and Associates, dated December 23, 1980, entitled Property of Edward Scott Smith and Christine Smith, the following metes and bounds to-wit:

BEGINNING at an iron pin located on the western side of North Main Street, said point being the joint front corner of Lot 15 and Lot 16 on said plat, said point also being located 77.5 feet Southwest of the intersection with Montclair Avenue, thence proceeding along North Main Street S 14-47 W. 77.5 feet to an iron pin, said pin being located in a 15-foot alley, thence turning and running N 66-30 W. 190.0 feet to a point; thence turning and running N 14-47 E. 77.5 feet to an iron pin; thence turning and running S 66-30 E. 190.0 feet to the point and place of BEGINNING.

THIS is the same property conveyed to the mortgagors herein by deed of Edward J. White, Jr. and Kathryn B. White, dated December 29, 1980 and recorded simultaneously herewith.

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which has the address of 1405 North Main Street Greenville South Carolina 29601 (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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