

RECORDED
1979
OCT 22 1 48 PM '79
R.M.C. - RUSLEY

MORTGAGEE: 50 Warder Street, Springfield, Ohio

MORTGAGE

11411-810
This instrument is recorded in connection with mortgages insured under the new title insurance provisions of the National Housing Act.

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: GARY LEE JUSTICE

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 the State 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 Two Thousand Seven Hundred and No/100 Dollars (\$ 22,700.00)

with interest from date at the rate of ten per centum (10 %) per annum until paid, said principal and interest being payable at the office of The Kissell Company 30 Warder Street in Springfield, Ohio or at such other place as the holder of the note may designate in writing, in monthly installments ~~of~~ ACCORDING TO THE SCHEDULE ON SAID NOTE ~~Dollars~~, commencing on the first day of October, 19 79, 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 September, 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 the State of South Carolina, County of Greenville, on the southern side of McLendon Drive, near the City of Greenville, being shown as Lot No. 98 of Section I, on a plat of Oak Crest, recorded in Plat Book GG, Page 131 and described as follows:

BEGINNING at a stake on the southern side of McLendon Drive 164.2 feet west from Garren Drive, at corner of Lot No. 112 and running thence with the southern side of said Drive S. 60-02 W., 80 feet to a stake at corner of Lot No. 99; thence with the line of said lot S. 29-58 E., 170 feet to a stake; thence N. 36-27 E., 87.4 feet to a stake at corner of Lot 112; thence with line of said Lot N. 29-58 W., 135 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of John D. Roberts recorded in the R.M.C. Office for Greenville County on August 22, 1979, in Deed Book 1107, Page 896.

THE KISSELL COMPANY
BY: _____
VICE PRESIDENT

DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$23,954.50.

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 an 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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DIRECT

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