## **MORTGAGE**

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

WITH DEFERRED INTEREST AND INCREASING MENTHLY INSTALLMENTS
STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RSLEY
Sybil E. Smith

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto The Kissell Company, 30 Warder Street Springfield, Ohio 45501

schedule attached to said note

commencing on the first day of August , 19 81, 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 July, 2011.

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 State of South Carolina:

All that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, known and designated as a portion of Lot Number 14, property known as Oakland Heights, according to a plat recorded in Plat Book E, page 105, and being shown and designated as a portion of Lot 14 on a more recent plat of property of Sybil E. Smith, dated June 25, 1981 and recorded in the RMC Office for Greenville County in Plat Book **E** at page **67** and having such courses and distances as will appear on said more recent Plat.

This is the same property conveyed to Genevieve F. Partee and Hoyt W. Partee by deed of Emily Passmore Nesbitt dated January 23, 1940, and recorded in Deed Book 217, Page 358. On July 16, 1979, Hoyt W. Partee died testate leaving to the Grantor as devisee the above property.

\*\* DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$34,688.86

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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