## **MORTGAGE**

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STATE OF SOUTH CAROLINA, COUNTY OF **GREENVILLE** 

TO ALL WHOM THESE PRESENTS MAY CONCERN: Julius F. Brockman and Brenda G. Brockman

Taylors, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto The Kissell Company

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 Thirty Seven Thousand Two Hundred Fifty and OO/100 Dollars (\$ 37,250.00 ), with interest from date at the rate of Nine and One+half per centum (9½ %) per annum until paid, said principal and interest being pavable at the office of The Kissell Co.

in Greenville, South Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Thirteen and 22/100 Dollars (\$ 313.22), commencing on the first day of February 1979, and on the first day of each month thereafter until the principal and interest are tulivipaid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2008.

NOW, KNOW ALL MEN. That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, its successors and assigns, the following-described real estate situated in the County of **Greenville**.

State of South Carolina.

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Reid School Road, being known as Lot No. 80 on plat of Edwards Forest Heights, recorded in Plat Book 000, page 89 of the R. M. C. Office for Greenville County, S. C., and being more fully described as follows:

BEGINNING at an iron pin on Reid School Road and running thence S. 1-09 E. 178.5 feet to an iron pin at the rear corner of Lot No. 80; thence with the line of Lot No. 80, S. 88-31 W. 99 feet to an iron pin at the joint rear corner of Lots Nos. 80 & 81; thence with the line of Lots 80 & 81 N. 1-29 W. 178.5 feet to an iron pin on Reid School Road; thence along Reid School Road, N. 88-31 W. 100 feet to an iron pin at the beginning corner on Reid School Road.

THIS is the same property conveyed to the Mortgagors by Auchin K. Banerjee and Jean B. Banerjee on December 29, 1978, and recorded December 29, 1978 in Deed Book 1894, Page 562, in the Office of the R. N. C. for Greenville County.

MENIAL CITY STANDS IN TAX

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 serzed 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor coverants and agrees as follows:

1. That he will promptly jay the principal of and interest on the indebtedness evidenced by the said note, at Githe 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 maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty  $\mathbb{Q}(39)$  days prior to prepayment.

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