

AK # 956011-1

# MORTGAGE

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

THIS MORTGAGE IS BEING RE-RECORDED TO REFLECT PROPER PHRASING AT TOP OF MORTGAGE AS SHOWN ON MORTGAGE RECORDED IN VOLUME 1659, PAGE 234 (11/5-7) STATE OF SOUTH CAROLINA. COUNTY OF GREENVILLE } ssc:

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1984 MAY -3 PM 3:47

TO ALL WHOM THESE PRESENTS MAY CONCERN:

With Deferred Interest and Increasing Monthly Installments of Howard Irby and Anna B. Irby, 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 Forty-one Thousand, Five Hundred Ninety-six and 00/100 Dollars (\$ 41,596/00-----),

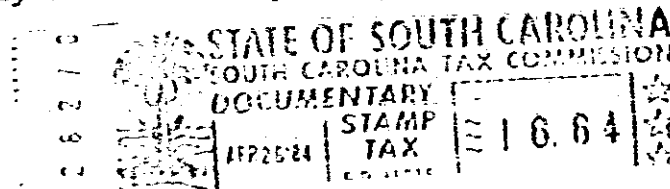
with interest from date at the rate of Thirteen and 1/4 per centum ( 13.25-----%) per annum until paid, said principal and interest being payable at the office of The Kissell Company 30 Warder Street in Springfield, Ohio or at such other place as the holder of the note may designate in writing, in monthly installments of (According to the schedule attached to said note.)\* Dollars (\$ ), commencing on the first day of June, 19 84, 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 May, 2014

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 situate, lying and being on the southern side of Otis Street in the City and County of Greenville, State of South Carolina, and being known and designated as part of Lot #5 on plat of "Property of Roy Lee Butler and Dorothy P. Butler" dated August 8, 1967 prepared by J. Mack Richardson RLS. For a more recent survey, see a plat of the property of Howard Irby and Anna B. Irby dated March 20, 1984, by W. B. Huntley, R. S. L. recorded herewith in Plat Book 10-0, Page 59 .

This is the same property conveyed to mortgagors by Joe G. Thomason by deed recorded April 26, 1984 in Vol. 1211, Page 208 of the RMC Office for Greenville County, South Carolina.

\*Deferral of interest may increase the principal balance to \$45,443.79



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 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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