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# MORTGAGE

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

FILED  
GREENVILLE CO. S. C.  
FEB 1 1 56 PM '83  
JONNIE S. TANKERSLEY  
R.M.C.

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HARRY B. LUTHI, JR., and HARRY B. LUTHI, SR., of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THE KISSELL COMPANY, whose address is 30 Warder Street, Springfield, Ohio, 45501,

organized and existing under the laws of the State of Ohio, a corporation 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-Two Thousand and No/100 Dollars (\$ 32,000.00 ),

with interest from date at the rate of Eleven per centum ( 11.0 %) per annum until paid, said principal and interest being payable at the office of The Kissell Company in Springfield, Ohio, or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Sixty-Three and 84/100 Dollars (\$ 363.84 ), commencing on the first day of March, 19 83, 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 February, 1998.

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 certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, situate, lying and being on the northern side of East Earle Street, in the City of Greenville, being shown as Lot 13, Section F, on plat of the land of Stone Land Company recorded in the RMC Office for Greenville County, S.C., in Plat Book A at Pages 337-342 and also shown on plat recorded in Plat Book K at Pages 277-278, and having, according to a more recent plat prepared for Harry B. Luthi, Jr., and Harry B. Luthi, Sr., by Carolina Surveying Co., dated January 26, 1983, recorded in the RMC Office for Greenville County, S.C., in Plat Book 9-L at Page 73, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of East Earle Street at the joint front corner of Lots 12 and 13 and running thence with the common line of said lots N. 18-30 E. 168.1 feet to an iron pin on the southern side of Garraux Street (Swiss Avenue); thence with said street S. 66-15 E. 65.3 feet to an iron pin at the joint rear corner of Lots 13 and 14; thence with the common line of said lots S. 18-30 W. 162.3 feet to an iron pin on the northern side of East Earle Street; thence with said street N. 71-20 W. 65.3 feet to the point of beginning.

Harry B. Luthi, Jr. acquired a one-half interest in this property by deed of Perry S. Luthi recorded January 20, 1982, in Deed Book 1161 at Page 264, and a one-sixth interest by deed of Harry B. Luthi, Sr. recorded January 20, 1982, in Deed Book 1161 at Page 267; Harry B. Luthi, Sr. acquired his interest by Will of Olin Stanton Luthi, Apt. 1038, File 21, Greenville County Probate Court.

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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