

RECORDED  
OCT 23 3 55 PM '70  
GREENVILLE CO. S. C.  
OLLIE FARNSWORTH  
R. H. C.

BOOK 1170 PAGE 325

FHA FORM NO. 2175m  
(Rev. March 1970)

# MORTGAGE

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

TO ALL WHOM THESE PRESENTS MAY CONCERN: **JAMES A. FULLER AND CAROLYN K. FULLER**

**Greenville, S. C.**, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto **Thomas & Hill, Inc.**

organized and existing under the laws of **West Virginia**, 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 **Sixteen Thousand Seven Hundred Fifty and No/100** ----- Dollars (\$**16,750.00**), with interest from date at the rate of **eight and one-half** per centum (**8 1/2** %) per annum until paid, said principal and interest being payable at the office of **Thomas & Hill, Inc., 818 Virginia Street, East** in **Charleston, West Virginia** or at such other place as the holder of the note may designate in writing, in monthly installments of **One Hundred Twenty Eight and 81/100** ----- Dollars (\$ **128.81**), commencing on the first day of **December**, 19 **70**, 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 **November, 2000**.

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: in **Paris Mountain Township**, constituting the greater portion of **Lot No. 5** and a small portion of **Lot No. 6** as shown on a plat of **Fenwick Heights, Section No. 2**, recorded in **Plat Book QQ** at page **45** and having, according to a more recent plat by **Carolina Engineering and Surveying Company**, the following metes and bounds, to wit:

**BEGINNING** at a point on the southwesterly edge of **Fairlawn Circle**, joint front corner of **Lots 4 and 5**, and running thence along the edge of said **Fairlawn Circle**, **S. 17-12 E. 50 feet** to an iron pin on said Circle; thence continuing along said **Fairlawn Circle**, **S. 56-23 E. 15 feet** to a point; thence **S. 51-22 W. 176.9 feet** to an iron pin; thence **N. 35-46 W. 185.1 feet** to an iron pin at the rear corner of **Lot No. 4**; thence along the line of **Lot No. 4**, **N. 85-45 E. 219.9 feet** to the point of beginning.

The mortgagors covenant and agree that so long as this mortgage, and the note secured hereby are guaranteed under the Servicemen's Readjustment Act, whichever is applicable, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon violation of this covenant, the noteholder, may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The said mortgagors hereby covenant and agree that this is a purchase money mortgage which is executed and delivered as security for the purchase money paid as consideration for the conveyance of the above described property.

*Parkersburg, West Va.*

This Mortgage Assigned to: *First Fed S. & C. Association of Parkersburg, W. Va.*  
From *Thomas & Hill, Inc.*  
on *12th* *November* 19 *70* assignment recorded  
in Vol. *1172* of R. E. M. S. 33 on *568*  
This *18th* of *Nov* 19 *70* # *11924*