

APR 15 12 41 PM '50

VA Form 4-6333 (Home Loan)  
August 1948. Use Optional.  
Servicemen's Readjustment Act  
(38 U.S.C.A. 694 (a)). Accept-  
able to RFC Mortgage Co.

SOUTH CAROLINA

# MORTGAGE

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

WHEREAS:

Frank Toth

Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to

C. W. Haynes and Company, Incorporated

, a corporation organized and existing under the laws of South Carolina, hereinafter called 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 ----- Five Thousand and No/100 ----- Dollars (\$5,000.00), with interest from date at the rate of four per centum ( 4 %) per annum until paid, said principal and interest being payable at the office of C. W. Haynes and Company, Incorporated in Columbia, South Carolina, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of ----- Thirty and 30/100 ----- Dollars (\$ 30.30), commencing on the first day of June, 19 50, and continuing 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, 19 70.

Now, KNOW ALL MEN, that 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville, State of South Carolina;

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot # 304, Pleasant Valley, as per plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina, in Flat Book "P", at Page 92; said lot having a frontage of 60 feet on the Southern side of Prancer Avenue, a depth of 160 feet on the East, a depth of 160 feet on the West, and 60 feet across the rear.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured thereby are guaranteed under the provisions of Title III of the Servicemen's Readjustment Act of 1944 as amended (Public Law 268, 79th Congress, and the presently existing statutes amendatory thereof), he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned; Kresky Oil Floor Furnace, 50,000 BTU; National Electric Table Top Water Heater, 30 gallon; Overhead insulation.

*In assignment in R. G. M. Book 458, Page 480.*

16 x 12 1/2  
12 1/2 x 16