VA Form 4-6338 (Home Loan) May 1950. Use Optional. Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFO Mortgage Co. SOUTH CAROLINA

## **MORTGAGE**

STATE OF SOUTH CAROLINA,
COUNTY OF Greenville

WHEREAS:

Ervin Eugene Mullinax

Greenville, South Carolina

, hereinafter called the Mortgagor, is indebted to

Hendley-Morris & Co., Inc.

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 - -Ten Thousand Three Hundred and No/100- -

Dollars (\$ 10,300.00 ), 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 Hendley-Morris & Co., Inc.

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

- - - Fifty Four and 38/100- - - - Dollars (\$ 54.38 ), commencing on the first day of

- - - Fifty Four and 38/100- - - - Dollars (\$ 54.38 ), commencing on the first day of November , 19 52, 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 October , 19 77.

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 near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 120, Map No. 3, Sans Souci Heights, as per plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book Z, page 95; said lot having a frontage of 70 feet on the Northwesterly side of Lenore Avenue, a depth of 130 feet on the Southwest, a depth of 134 feet on the Northeast and 70 feet across the rear.

The party of the first part covenants and agrees that so long as this Mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, 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 party of the third part, 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; Kreske 72M BTU oil floor furnace w/275 gallon tank on stand, Jackson 30 gallon upright electric water heater, wasse-1 Disappearing stairway.

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