SEP 5 5 04 PM 1950

VA Form 4-6398 (Home Loan August 1946, Use Optional Servicemen's Readjuntment As 20 U.S.C.A. 694 (a)). Accept this to R.E. Mortens Co.

SOUTH CAROLINA

OLLIE FARNSWORTH

MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

DANIEL JACKSON TOUCHBERRY

Greenville, S. C.

, hereinafter called the Mortgagor, is indebted to

C. Douglas Wilson & Co.

organized and existing under the laws of the State 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 Nine Thousand and No/100 - - - - -

four per centum (4 %) per annum until paid, said principal and interest being payable at the office of C. Douglas Wilson & Co.

in Greenville, S. C.

, 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 54/100

November, 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 October, 1970.

Now, Know All Men, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the South side of West Stone Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and having, according to a survey made by R. W. Dalton, Surveyor, September 4, 1950, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of West Stone Avenue, at corner of property of J. R. Gaines, said pin being 669 feet East of the Southeast corner of the intersection of West Stone Avenue and Rutherford Street, and running thence along the South side of West Stone Avenue, S 83-13 E 70-25 feet to an iron pin at corner of A. D. Attaway lot; thence along Attaway line, S 0-52 E 249.8 feet to an iron pin; thence N 83-46 W 73.8 feet to an iron pin at corner of J. R. Gaines property; thence along line of property of J. R. Gaines, N 0-05 E 250.5 feet to an iron pin on the South side of West Stone Avenue, the beginning corner.

ALSO that 120M-BTU Fluid Heat basement oil furnace with a 550 gallon tank, 40 gallon L & H Electric water heater, Frame garage with adjoining shed 16.6' x 18', and playhouse 16' x 16' located on the above property which the mortgagor herein acknowledges to be a part of the mortgaged property.

The mortgagor covenants that until this mortgage has been paid in full 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. This covenant shall be binding upon the mortgagor and his assigns, and upon the violation thereof, the mortgage may, at its option, declare the unpaid balance of the mortgage 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: