FHA Form No. 2175-m (For use under Sections 203 603) (Eff. August 1947). oci 27 12 is Pri 1959 Mortgage (ka)

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STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

NOAH LEE HENDRICKS AND RUTH 5. HENDRICKS of Greenville, S. C. , hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

Fidelity Federal Savings and Loan Association , a corporation organized and existing under the laws of South Carolina , 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 Four Thousand Six Tundred Fifty Dollars (\$ 4,650.00), with interest from date at the rate of four to one-fourth per centum (4½%) per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings & Loan Association in Greenville, S. C. or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-eight & eighty-three one-hundreths Dollars (\$ 28.83 commencing on the first day of December , 19 50, 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

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, situate, lying and being on the northwest side of Mayo Drive, in Gantt Township, in Greenville County, state of South Carolina, being shown as lot #98, on plat of Paramount Park, made by Fiedmont Engineering Service, July 1948, recorded in the R. M. C. Office for Greenville County, in plat book "W", at page 57, and having, according to a more recent survey made by R. W. Dalton, Engineer, October 1950, the following metes and bounds, courses and distances to-wit:

Beginning at an iron pin on the northwest side of Mayo Drive, at the front joint corner of lots Nos. 97 & 98, and running thence with the Lorthwest side of Mayo Drive N. 64-00 E. 95 feet to an iron pin; thence with the curve of Crosby Circle (the chord being M. 19-00 M. 35.4 feet) to an Iron pin on the west side of Crosby Circle; thence with the west side of Crosby Circle H. 26-00 W. 65 feet to an iron pin; thence continuing with the west side of Crosby Circle M. 18-50 W. 29.5 feet to an iron pin corner of lot No. 99; thence with the line of said lot S. 73-35 W. 91.2 feet to an iron pin corner of lot No. 97; thence with the line of said lot S. 11-30 E. 139 feet to the beginning corner.

"The mortgager covenants that until the cortgage has seen 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 mortgager 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 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.

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