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BOOK 1086 PAGE 161

SOUTH CAROLINA

VA Form 26-5438 (Direct Loan) Bayleed February 1961 Section 1811, Title 38, U.S.C.

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

I, Wallace L. Duncan

per centum ( 6 %) per annum until paid, said principal and interest being payable at the office of the Loan Guaranty Officer, Veterans Administration Regional Office, at 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 ONE HUNDRED FORTY-NINE and 89/100 ---- Dollars ), commencing on the day of May, 149.89 1stday of each month thereafter until the principal and interest and continuing on the first are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of April, , 19 98. day of April, payable on the 1st

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, and unto his successors in such office, as such, and his or their assigns, the following described property, to-wit:

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the northern side of Collingwood Drive (formerly Clearview Drive) and being known and designated as Lot No. 40 of the Morningside Subdivision as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book FF at page 84 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Collingwood Drive at the joint front corners of Lots Nos. 32 and 40 which iron pin is situate at the northwestern corner of the intersection of Richbourg Road and Collingwood Drive, and running thence along the joint line of said lots N. 45-23 E. 304.6 feet to an iron pin; thence S. 54-15 E. 113.9 feet to an iron pin; thence along the line of lots nos. 41 S. 35-54 W. 187.3 feet to an iron pin; thence along the north side of Collingwood Drive N. 81-44 W. 80 feet to an iron pin; thence continuing along said drive S. 86-40 W. 120.7 feet to point of beginning.

The Grantor covenants and agrees that so long as this deed of Trust, Security Deed, or Mortgage whichever is applicable, and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing 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 noteholders may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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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;

AND COUNTY, & CO

FOR SATISFACTION TO THIS MORTGAGE SEX.