

FILED
GREENVILLE CO. S. C.

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BOOK 1169 PAGE 319

OLLIE FARNSWORTH
R. M. C.

SOUTH CAROLINA

VA Form 26-4118 (Home Loan)
Revised August 1963, Use Optional.
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

WHEREAS: I, FREDDY RAY HAMILTON

of Greenville County, hereinafter called the Mortgagor, is indebted to THOMAS & HILL, INC., a West Virginia Corporation with principal place of business at 818 Virginia Street, East, Charleston, West Virginia 25327.

, a corporation organized and existing under the laws of West Virginia, 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 Fourteen Thousand Five Hundred and No/100----- Dollars (\$ 14,500.00 -), with interest from date at the rate of eight and one-half per centum (8½ %) per annum until paid, said principal and interest being payable at the office of Thomas & Hill, Inc. in Charleston, West Virginia, 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 Eleven and 50/100-----Dollars (\$ 111.50), commencing on the first day of December, 19 70, 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, 2000.

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 certain piece, parcel or lot of land, situate, lying and being on the eastern side of Chipley Lane in the County of Greenville, State of South Carolina, being shown and designated as Lot 73 on a plat of Chestnut Hills, recorded in the RMC Office for Greenville County in Plat Book GG, Page 35; reference to said plat being craved for a more complete and detailed description.

"The grantor(s) covenant(s) and agree(s) 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, 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 noteholder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable."

"The grantor(s) covenant(s) and agree(s) that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within thirty (30) days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility) the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable."

"The said parties of the first part hereby covenant and agree that this is a purchase money deed of trust/mortgage which is executed and delivered as security for the purchase money paid as consideration for the conveyance of the above described property."

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;

Huntington, West Va.

This Mortgage Assigned to: Huntington Federal Savings & Loan Association,
From Thomas & Hill, Inc.
on 23 of Nov. 19 70 assignment recorded
in Vol. 1174 of R. E. Mortgages on page 17
This 30 of Nov. 19 70, # 12623