

GREENVILLE CO. S.C.

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BOOK 1203 PAGE 41

OLLIE FARNSWORTH
R. M. C.

SOUTH CAROLINA

VA Form 18-4133 (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: JOHN N. MULLINAX & KATHLEEN H. MULLINAX

Greenville County, South Carolina, 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 the State 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 Nine Hundred Fifty and No/100----- Dollars (\$ 14,950.00), with interest from date at the rate of seven per centum (7 %) per annum until paid, said principal and interest being payable at the office of Thomas & Hill, Inc., 818 Virginia Street, East, in Charleston, West Virginia, 25327, 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 Ninety-nine and 57/100----- Dollars (\$ 99.57), commencing on the first day of October, 1971, 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 August, 2001.

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 together with buildings and improvements, situate, lying and being on the Southern side of Berkley Avenue about three miles from the City of Greenville, South Carolina, being shown and designated as Lot No.22 on a Plat of the Property of the Ethel Y. Perry Estate, dated November, 1947, prepared by W.J.Riddle, Surveyor, and recorded in the RMC Office for Greenville County, S.C. in Plat Book R, page 127, and being shown on a more recent plat entitled "Property of John N. Mullinax & Kathleen H. Mullinax", dated August 10, 1971, prepared by Jones Engineering Service, and having according to said latter plat, the following metes and bounds, to wit: BEGINNING at an iron pin on the Southern side of Berkley Avenue at the joint front corner of Lots Nos. 21 and 22, and running thence N. 80-52 W., 60 feet to an iron pin at the joint front corner of Lots Nos. 22 and 23; thence with the joint line of said lots, S. 9-08 W., 132.5 feet to an iron pin; thence with the line of Lot No.26, S.80-03 E., 60 feet to an iron pin at the joint rear corner of Lots Nos. 21 and 22; thence with the line of said lots, N.9-08 E., 133.4 feet to an iron pin on the Southern side of Berkley Avenue, the beginning corner.

The Mortgagors covenant and agree that so long as this Mortgage and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, they 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.

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;

The Mortgagors covenant and agree that should this security instrument or note secure 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