

BOOK 1263 PAGE 301
SOUTH CAROLINA

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS: William Y. Eichelberger

Now, Know All Man, 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 Mortgagoe, 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 all buildings and improvements, situate, lying and being on the Northern side of . Eleventh Street, near the City of Greenville, in Greenville County, South Carolina, being shown and designated as Lot No. 69 on a Map of Section No. 5 of JUDSON MILLS VILLAGE made by Dalton & Neves Engineers dated February, 1940, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book K, at pages 33 and 34, reference to which is hereby craved for the metes and bounds thereof.

The grantor covenants and agrees that so long as this Mortgage, 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.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appearaining; 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;