GREENVILLE CO. S. C. JAN 10 2 39 PH '74

DONNIE S. TANKERSLEY R.H.C. 600a 1299 PAGE 389

SOUTH CAROLINA

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VA Ferm 26—6338 (Home Loan) Revised August 1943, Use Optional, Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

WEERBAS:

JAMES LLOYD TUMBLIN, JR.

Greenville County, South Carolina

, hereinafter called the Mortgagor, is indebted to

MOLTON, ALLEN & WILLIAMS, INC.

Alabama , hereinafter organized and existing under the laws of 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 -- Twenty-Five Thousand Nine Hundred and No/100------ Dollars (\$ 25,900.00 ), with interest from date at the rate of eight & one- halfper centum (8-1/2%) per annum until paid, said principal and interest being payable MOLTON, ALLEN & WILLIAMS, INC. at the office of , or at such other place as the holder of the note may in Birmingham, Alabama designate in writing delivered or mailed to the Mortgagor, in monthly installments of --One Hundred ), commencing on the first day of , 1974 , 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 December , 2003.

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 situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 17, as shown on plat of FOREST PARK, which plat is of record in the RMC Office of Greenville County, S. C., in Plat. Book EE, at pages 64 and 65, reference to said plat being craved for a metes and bounds description thereof.

This mortgage also covers the following items situate in or on the above-described premises: range or counter top unit and automatic washer.

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, 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 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;

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