FHA Form No. 2175-m (For use under Sections 203-603) (Eff. August 1947)

GCT 3 4 24 PM 1950

## **MORTGAGE**

OLLIE FARISMORTH R. M.C.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James D. Finley

Greenville, South Carolina

of , hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto C. Douglas Wilson & Co.

, a corporation organized and existing under the laws of the State of South Carolina , hereinafter called the 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 Sixty-Nine Hundred and no/100 Dollars (\$ 6,900.00 ), with interest from date at the rate of four and one /quanter/centum  $(4\frac{1}{4}\%)$  per annum until paid, said principal and interest being payable at the office of C. Douglas Wilson & Co. in Greenville, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Thirty-Seven and 40/100 Dollars (\$ 37.40 commencing on the first day of November ' , 19 50, and 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

Now, Know All Men, That the 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, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville, State of South Carolina: in Gantt Township on the northern side of Milton Drive, being known and designated as Lot No. 72, according to a plat of the Sylvan Hills, plat made by Piedmont Engineering Service in June, 1948, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book S, at page 103 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Milton Drive at the joint front corner of Lots Nos. 71 and 72 and running thence along the line of Lot No. 71, N. 5-36 W. 150 feet to an iron pin; thence N. 84-24 E. 70 feet to an iron pin at the rear corner of Lot No. 73; thence along the line of Lot No. 73 S. 5-36 E. 150 feet to an iron pin on the northern side of Milton Drive at the joint front corner of Lots Nos. 72 and 73; thence along the northern side of Milton Drive S. 84-24 W. 70 feet to an iron pin at the point of beginning.

The mortgagor covenants that until the mortgage has been paid in full he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. This covenant shall be binding upon the mortgagor and his assigns and upon the violation thereof, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

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