

FILED
GREENVILLE CO. S. C.

BOOK 1228 PAGE 609

APR 11 2 13 PM '72

OLLIE FARNSWORTH
R. M. C.

SOUTH CAROLINA

VA Form 26-4234 (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 } ss:

WHEREAS: Tommy Wayne Rogers and Raymond C. Rogers

Greenville County, hereinafter called the Mortgagor, is indebted to

Thomas & Hill, Inc., 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 Twenty-One Thousand Nine Hundred Fifty and No/100 Dollars (\$ 21,950.00), 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. 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 Forty-Six and 19/100 Dollars (\$ 146.19), commencing on the first day of June, 19 72, 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 April, 2002.

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 in the County of Greenville, City of Greenville, State of South Carolina, situate, lying and being on the northwestern side of Scarlett Street and being known and designated as Lot No. 160 on a plat of Sherwood Forest recorded in the RMC Office for Greenville County in Plat Book GG at Pages 2 and 3, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete 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 note-holder 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 (3) 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;