

3 22 PM '78  
SOUTH CAROLINA  
RECORDED

1445-375

SOUTH CAROLINA

VA Form 26-6338 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1510, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

# MORTGAGE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

WHEREAS: Pafford James Simms, Jr. and Diana C. Simms

of Greenville County, South Carolina, hereinafter called the Mortgagor, is indebted to

PANSTONE MORTGAGE SERVICE, INC., a corporation organized and existing under the laws of the State of Georgia, 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 Nineteen Thousand Seven Hundred and no/100 ----- Dollars (\$ 19,700.00 ), with interest from date at the rate of nine & one-half per centum ( 9.50%) per annua until paid, said principal and interest being payable at the office of Panstone Mortgage Service, Inc. in Atlanta, Georgia, 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 Sixty-five and 68/100 ---- Dollars (\$ 165.68 ), commencing on the first day of November, 19 78, 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 October, 2008.

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; being shown and designated as Lot Number 31 on plat of Map of North Hills recorded in Plat Book H at Page 20 of the RMC Office for Greenville County; said lot fronting on McDonald Street.

This is the same property conveyed to the mortgagors by deed of Lewis D. Thornton dated September 22, 1978 and recorded on even date herewith.

The mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act of 1944, as amended, 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. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

GC10  
-----3 SE26 78 1367

RECORDED  
SEP 26 1978  
STAMP  
TAX \$ 07.50  
FEB 11 21 78

RECORDED  
SEP 26 1978  
STAMP  
TAX \$ 00.20  
FEB 11 21 78

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;

4328 RV-2