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APR 4 1967

(SOUTH CAROLINA)  
MORTGAGE



BOOK 1054 PAGE 19

STATE OF GEORGIA  
COUNTY OF FULTON

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HOUSING SERVICES CORPORATION, 1010 Title Building, Atlanta, Georgia, hereinafter called the Mortgagor, sends greetings:

WHEREAS, the Mortgagor is well and truly indebted unto C.I.T. CORPORATION, 55 Marietta Street, N.W., Atlanta, Georgia, hereinafter called the Mortgagee, in the principal amount of Six Thousand Seventy Two & 48/100 Dollars (\$ 6,072.48), as evidenced by promissory note of Commercial Acceptance Corporation to Mortgagee, dated March 20, 19 67, payable on demand, the payment of which has been guaranteed by Mortgagor. Interest as provided in said note is also secured hereby.

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:

All that piece, parcel or lot of land being known and designated as Lot No. 177 of Conestree as shown by a plat thereof, made by Madison H. Woodward, Engineer, recorded in the R.M.C. Office for Greenville County in Vol. "T", at Pages 383 and 384; said lot having the courses, metes and bounds, to-wit:

BEGINNING at an iron pin on East Pine Lake Circle at joint front corners of Lots Nos. 177 and 176 and running thence along the line of said Lot. No. 176, N. 89-31 W. 190.2 feet to an iron pin at back corner of Lot No. 151; thence with the rear line of said Lot. No. 151, S. 0-29 W. 60 feet to iron pin at rear corner of Lot. No. 178; thence along the line of said Lot. No. 178, S.89-31 E.157.9 feet to iron pin on East Pine Lake Circle; thence running with the said East Pine Lake Circle N.29-04 E. 68 feet to iron pin at point of beginning.

THAT the lands shall not be sold; rented or otherwise disposed of to any negro or person of African descent. No residence to cost less than Two Thousand (\$2,000.00) Dollars, shall be erected on said lot nearer than Twenty-Five (25) feet to the front line, and no residence shall be built on any lot unless said lot has fifty (50) feet, or more, frontage.

The foregoing described real property is the subject matter of a certain contract for sale of realty between the Mortgagor and Eugene D. Jenkins and Barbara Jenkins, dated February 13, 19 67, the vendor interest under such contract and the right to receive payments thereunder having been heretofore assigned by the Mortgagor herein to Commercial Acceptance Corporation, and assigned by Commercial Acceptance Corporation to Mortgagee herein, and in confirmation thereof, Mortgagor does hereby assign, set over, transfer and convey unto Mortgagee, its successors and assigns, said contract and all the right, title and interest of the Mortgagor therein.

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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That it will promptly pay the principal of the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. That it will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, and in default thereof the Mortgagee may pay the same; and that it will promptly deliver the official receipts therefor to the Mortgagee. If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the rate set forth in the note secured hereby from the date of such advance and shall be secured by this mortgage.

for Release set 177 See Book 899 Page 559