

MORTGAGE

OCT 21 11 12 AM 1950

GREENVILLE COUNTY, S.C.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James M. Hudgens

Greenville, S. C., hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto _____, hereinafter called the Mortgagee, in consideration of the aforesaid debt and for better

secured the payment thereof to the Mortgagor in hand and truly paid by the Mortgagor 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 Mortgagor, its successors and assigns, the following-described real estate situated in the County of Greenville, State of South Carolina: All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the southeast side of Curleton Street in that area recently annexed to the City of Greenville, Greenville County, S. C., being shown as part of lots 5 and 6 on plat of property of Thomas E. Faldenath, made by J. J. Dalton, Surveyor, July 1920, recorded in the S. C. Office for Greenville County, S. C., in plat book "F", page 113 and having according to said plat and a recent survey made by W. W. Dalton, Surveyor, October 17, 1950, the following notes and bounds, to-wit:

BEING at an iron pin on the southeast side of Curleton Street in the front line of lot 5, said pin being 328 feet in a north-south direction from the point where the southeast side of Curleton Street intersects with the northeast side of Curleton Street and running thence through lot No. 5 S. 43-50 N. 216.5 feet to an iron pin; thence S. 47-52 N. 47 feet to an iron pin in the line of lot 6; thence thence through lot 6 S. 39-06 N. 209.8 feet to an iron pin in the front line of lot 6. 6. 4. the southeast side of Curleton Street; thence with the southeast side of Curleton Street S. 52-19 W. 65 feet to the beginning corner. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, 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. When any violation of this undertaking, the mortgagor may, at its option, declare the unpaid balance of the debt secured hereby 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. TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the

16-3905-3



RECORDED AND INDEXED OF RECORD
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1966
Greenville County, S. C.
1361#

The debt secured by this mortgage has been paid and satisfied in full and the same is hereby cancelled this 6th day of April, 1966.
The Provident Insurance Company of America
By J. G. Rader, Vice President
Witnessed by J. E. Faldenath