

GREENVILLE CO. S. C.

JUN 23 2 27 PM '70

OLLIE FARNSWORTH
R. M. C.

BOOK 1158 PAGE 469

SOUTH CAROLINA

VA Form 26-4118 (Home Loan)
Revised August 1963. Use Optional,
Section 1810, Title 38 U.S.C. Accept-
able to Federal National Mortgage
Association.

MORTGAGE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

ss:

WHEREAS: Bobby N. Madden and Mildred A. Madden

Simpsonville, South Carolina, hereinafter called the Mortgagor, is indebted to

Frederick W. Berens, Inc.

, a corporation organized and existing under the laws of Delaware, 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 Sixteen Thousand, Nine Hundred and No/100- Dollars (\$ 16,900.00), with interest from date at the rate of eight and one-half per centum (8½ %) per annum until paid, said principal and interest being payable at the office of Frederick W. Berens, Inc. in Washington, D. C. , 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 Twenty Nine and 96/100- Dollars (\$ 129.96), commencing on the first day of August, 1970, 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 June, 2000.

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; in Grove Township and being more specifically shown on a plat prepared by John C. Smith, R.L.S., plat dated May, 1970 and according to said plat, said lot having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Gunter Road at the joint corner of property belonging to Garrison; thence running S. 38-48 W. 517 feet to an iron pin; thence running N. 82-44 E. 432.7 feet to an iron pin in the center of Gunter Road; thence with the center of Gunter Road N. 7-05 E. 173 feet to an iron pin; thence continuing with Gunter Road N. 20-33 W. 95 feet to an iron pin; thence continuing with the center of said Road N. 31-42 W. 100 feet to an iron pin, the point of beginning.

Subject to all restrictions, rights of way, easements and other conditions contained in the deeds forming chain of title to the captioned property.

In the event this loan is not insured by the Veterans Administration or Federal Housing Administration, as appropriate, within 60 days after presentation, the entire loan may be declared due and payable, at the option of the holder of the note.

Until the Note secured by Security Deed has been paid in full, or otherwise terminated, we will not file for record any restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed or execute any agreement, lease or conveyance affecting the mortgaged property which imposes any such restriction upon its sale or occupancy. We also agree that this covenant shall be binding on the heirs, or assigns, and upon violation thereof, the unpaid balance of the secured Note may, at the option of the holder, be declared immediately due and payable.

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;