

FILED  
GREENVILLE, CO., S. C.

JUN 21 3 55 PM '71

BOOK 1195 PAGE 489

SOUTH CAROLINA

VA Form 16-2228 (Home Loan)  
Revised August 1963. Use Optional  
Section 1810, Title 38 U.S.C. Accept-  
able to Federal National Mortgage  
Association.

OLLIE FARNSWORTH

R. M. C.

## MORTGAGE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE } ss:

WHEREAS:

James Furman Agnew  
Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to  
Thomas & Hill, Inc., a West Virginia Corporation, with principal place of business  
at 818 Virginia Street, East, Charleston, West Virginia 25327, 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 incor-  
porated herein by reference, in the principal sum of Nineteen Thousand, Five Hundred and No/100  
-----Dollars (\$ 19,500.00 ), 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., a West Virginia Corporation  
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 Twenty-  
Nine and 87/100-----Dollars (\$ 129.87 ), commencing on the first day of  
August, 1971, 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, 2001.

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 piece, parcel or lot of land situate, lying and being in the State  
of South Carolina, County of Greenville, being known and designated as Lot 37  
on plat of J. P. Rosamond, recorded in the R. M. C. Office for Greenville  
County in Plat Book H at Page 185.

The mortgagor covenants and agrees that so long as this Mortgage and  
the Note secured hereby are guaranteed under the Servicemen's Readjustment Act,  
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 noteholder may, at its option, declare  
the unpaid balance of the debt secured hereby immediately due and payable.

The mortgagor covenants and agrees that should this security instrument  
or note secured hereby be determined ineligible for guaranty under the Servicemen's  
Readjustment Act within thirty (30) 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 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;