

GREENVILLE CO. S. C.

FMA Form No. 2175  
(Rev. August 1963)

JUL 2 4 31 PM '71

BOOK 1197 PAGE 351

**MORTGAGE**

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GEORGE L. McLAIN & THERESA G. McLAIN of  
Greenville County, South Carolina hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto 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 the State of West Virginia, hereinafter called the 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 Seventeen Thousand Two Hundred and No/100----- Dollars (\$ 17,200.00 ), 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., 818 Virginia Street, East in Charleston, West Virginia, 25327, or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred fourteen and 55/100----- Dollars (\$ 114.55 ), commencing on the first day of September, 19 71, and 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 August, 19 2001.

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 with buildings and improvements thereon, situate, lying and being on the Western side of Meridian Avenue, in Greenville County, South Carolina, being shown and designated as Lot No. 124 on a Plat of SUPER HIGHWAY HOME SITES, made by Dalton & Neves, Engineers, in May, 1946, and recorded in the RMC Office for Greenville County, S. C., in Plat Book P, pages 52 and 53, reference to which is hereby craved for the metes and bounds thereof.

The mortgagors covenant and agree that so long as this mortgage and the note secured hereby are guaranteed under the National Housing Act whichever is applicable, they 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 said parties of the first part, the mortgagors, 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 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 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.

This Mortgage Assigned to: **FEDERAL NATIONAL MORTGAGE ASSOCIATION**

From Thomas & Hill, Inc.  
on 6 day of Aug. 19 71. Assignment recorded  
in Vol. 1202 of R. E. Mortgages on Page 432  
This 12 of Aug. 19 71, # 4416