

FILED
GREENVILLE CO. S. C.

BOOK 1217 PAGE 407

DEC 23 4 01 PM '71

OLLIE FARNSWORTH
R. M. C.

SOUTH CAROLINA

VA Form 26-4522 (Home Loan)
Revised August 1963. Use Optional.
Section 1810, Title 38 U.S.C. Acceptable
to Federal National Mortgage
Association.

MORTGAGE

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

WHEREAS: JOHN S. GILLILAN and FRANCES B. GILLILAN,

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, W. Virginia, 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 incorporated herein by reference, in the principal sum of Fourteen Thousand Four Hundred and no/100 Dollars (\$ 14,400.00), 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 delivered or mailed to the Mortgagor, in monthly installments of Ninety-Five and 90/100 Dollars (\$ 95.90), commencing on the first day of February, 1972, 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 December 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; being shown and designated as Lot Number 18, on a Plat of Oakwood Acres, made by J. Mac Richardson, Surveyor, recorded in the RMC Office for Greenville County, South Carolina in Plat Book MM at Page 135, and also being shown as Lot Number 18, on a Plat of Property of John S. Gillilan, made by T. H. Walker, Jr., Surveyor, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-M at Page 2³ reference to said plats being craved for a more complete and detailed description thereof.

The grantors covenant and agree that so long as this Mortgage, and the Note secured hereby are guaranteed under the Servicemen's Readjustment 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 any violation of this covenant, the noteholder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree 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.

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;

The said parties of the first part hereby covenant and agree that this is a purchase money deed of trust/mortgage which is executed and delivered as security for the purchase money paid as consideration for the conveyance of the above described property.