

Nov 23 2 33 PM '73

SOUTH CAROLINA

VA Form 26-6338 (Home Loan)
Revised August 1963 - Use Optional
Section 1510, Title 38 U.S.C. Acceptable
to Federal National Mortgage
Association.

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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

WHEREAS: James H. Rushton and Mary B. Rushton

Greenville County, South Carolina
Collateral Investment Company

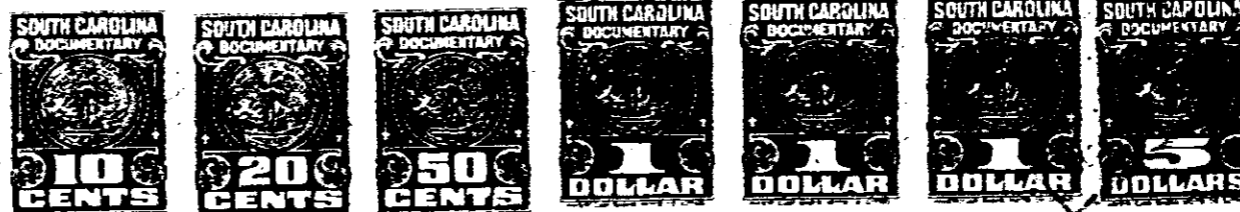
, hereinafter called the Mortgagor, is indebted to

, a corporation
, hereinafter
organized and existing under the laws of Alabama
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 Twenty-one Thousand Nine Hundred Fifty & No/100-----Dollars (\$ 21,950.00), with interest from date at the rate of Eight & One-half per centum (8½ %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company in Birmingham, Alabama, 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 Sixty-eight and 80/100-----Dollars (\$ 168.80), commencing on the first day of January, 1974, 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 November, 2003.

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 certain piece, parcel or lot of land situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, and being known and designated as Lot 59 in Subdivision now known as Forest Park and formerly known as Gresham Park, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book EE at page 65, reference to said plat being craved for a metes and bounds description thereof.

The mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Serviceman's Readjustment Act of 1944, as amended, they 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. Upon any violation of this undertaking, the mortgagee may, at his option, declare the unpaid balance of the debt secured hereby immediately due and payable. (continue on Page 2)



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;

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