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SOUTH CAROLINA

MORTGAGE

FILED GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

HENRY M. SPANN

of

Greenville, South Carolina

, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

, a corporation organized and existing under the laws of the State of Alabama . 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 Twenty-three Thousand Nine Hundred Fifty and -----Dollars (\$ 23,950.00), with interest from date at the rate of per centum (7%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North, 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 Fiftynine and 52/100------Dollars (\$ 159.52), commencing on the first day of , 1973, and continuing on the first day of each month thereafter until the principal and February 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

Now, Know All Men, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, its successors and assigns, the following-described property situated in the county of Greenville,

State of South Carolins; All that certain piece, parcel or lot of land, with buildings and improvements thereon, lying and being on the southwesterly side of Pine Knoll Drive, near the City of Greenville in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 1 on plat of property of Alice W. Gilstrap, as shown on plat thereof made by Piedmont Engineering Serv., dated May, 1954, and recorded in the RMC Office for Greenville County, SC, in Plat Book HH, Page 63, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Pine Knoll Drive (formerly known as McCarter Shop Road) at the joint front corner of lots 1 and 2, and running thence along the common line of said lots, S 48-30 W, 180 ft. to an iron pin at the rear corner of lots 1, 2, and 7; thence along the line of Lot 7, S 14-12 E, 16.7 ft. to an iron pin on the northerly side of Galphin Drive; thence with the northerly side of said Drive, N 80-03 E, 220.15 ft. to an iron pin at the intersection of Galphin Drive and Pine Knoll Drive; thence with the southwesterly side of Pine Knoll Drive, N 41-30 W, 130 ft. to an iron pin, the point of beginning.

The mortgagor covenants and agrees 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, he 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 its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The mortgagor covenants and agrees that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under Servicemen's Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee or insure said note and/or this mortgage being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, as its option, declare all notes secured hereby immediately due and negative.

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;

Carpet.