

RESISTANCE NOTED
COMPLIES WITH
Form 20-104 (Home Loan)
Revised August 1963, Use Optional
Section and Title 28 U.S.C. Accept-
able to Federal National Mortgage
Association.

JAN 22 11 09 AM '73

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1264 PAGE 163

SOUTH CAROLINA

MORTGAGE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

WHEREAS:

Roy McArthur Graham

Greenville, South Carolina

of
, hereinafter called the Mortgagor, is indebted to

Collateral Investment Company

, a corporation

organized and existing under the laws of Alabama, 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 Twenty-Three Thousand Two Hundred and

No/100ths _____ Dollars (\$ 23,200.00), 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 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 Fifty-Four

51/100ths _____ Dollars (\$ 154.50), commencing on the first day of

February, 1973, 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, 2002.

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 in the City and County of Greenville, State of South Carolina, shown as Lot No. 2 on a plat of property of E. Godfrey Webster, said plat being dated January, 1949, and recorded in the Office of the RMC for Greenville County, South Carolina, in Plat Book HH at page 119. The said lot No. 2 has, according to said plat, the following courses and distances, to wit:

BEGINNING at the northwest corner of Webster Road and Merlocke Drive and running thence along Webster Road N. 26-05 E. 77.9 feet; thence N. 51-35 W. 157.4 feet; thence S. 26-05 W. 77.9 feet; thence S. 51-35 E. 157.4 feet to 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 the Serviceman'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 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;