

GREENVILLE CO. S. C.

AUG 20 3 46 PM '73

DONNIE S. TANKERSLEY
R.H.C.

BOOK 1288 PAGE 341

SOUTH CAROLINA

VA Form 26-4136 (Home Loan)
Revised August 1962. Use Optional
Section 183, Title 38 U.S.C. Acceptable
to Federal National Mortgage
Association.

MORTGAGE

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

WHEREAS: I, James Richard Johnson, Jr. and Lillian L. Johnson

Greenville County, hereinafter called the Mortgagor, is indebted to
Collateral Investment Company

, 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 Four Thousand Nine Hundred Fifty and No/100----- Dollars (\$ 24,950.00), with interest from date at the rate of Seven & three-fourths per centum (7 3/4%) 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 Seventy Eight and 89/100----- Dollars (\$178.89), commencing on the first day of October, 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 August, 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; on the northern corner of Barwood Circle, being known and designated as Lot No. 37 as shown on plat entitled BARWOOD, dated August 28, 1967, prepared by Piedmont Engineers & Architects and recorded in the R. M. C. Office for Greenville County in Plat Book "000" at Page 33, and having, according to said plat, the following metes and bounds, to-wit:

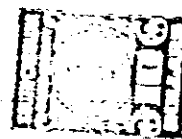
BEGINNING at an iron pin on the northeastern side of Barwood Circle at the joint front corner of Lots Nos. 36 and 37 and running thence with the common line of said Lots, N. 58-29 E. 226.9 feet to an iron pin at the joint corners of Lots Nos. 28, 29, 36, and 37; thence running with the common line of Lots Nos. 28 and 37, S. 31-31 E. 100.5 feet to an iron pin on the northern side of Barwood Circle; thence running with the northern side of Barwood Circle, S. 57-04 W. 202.6 feet to an iron pin; thence running with the curve of the northern side of Barwood Circle, the chord of which is N. 77-13 W. 34.9 feet to an iron pin; thence continuing with the northeastern side of Barwood Circle, N. 31-31 W. 81.2 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 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 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;

10.00



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