

GREENVILLE CO. S. C.  
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SOUTH CAROLINA

# MORTGAGE

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

WHEREAS: Jerry D. Gilley and Mary A. Gilley

Greenville County, 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-Two Thousand and No/100-----  
Dollars (\$ 22,000.00 ), with interest from date at the rate of  
eight and one-fourth per centum ( 8 1/4 % ) 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 Sixty-Five  
and 44/100-----Dollars (\$ 165.44 ), commencing on the first day of  
May, 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 March, 2004.

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 lot of land with the buildings and improvements thereon situate on the west side  
of Tebblewood Court in the Town of Simpsonville, Austin Township, Greenville County, South  
Carolina, being shown as Lot No. 327 of Section 4 of WESTWOOD Subdivision, recorded in the  
RMC Office for Greenville County in Plat Book 4-R at Page 30 and having, according to said  
plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the west side of Tebblewood Court at the joint corner of Lots  
326 and 327 and running thence along the line of Lot 326, S.46-25 W. 154.1 feet to an iron  
pin; thence along the line of Lot 324, N.26-29 W. 112 feet to an iron pin; running thence  
along the line of Lots 323 and 328, N.60-39 E. 115 feet to an iron pin on the west side of  
Tebblewood Court; thence with the curve of Tebblewood Court (the chord being S.60-49 E. 52.4  
feet) to an iron pin; thence continuing along Tebblewood Court, S.32-00 E. 29.3 feet to the  
beginning corner. \*

"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 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; \*Also the following personal property:  
All carpeting within the dwelling and anchor fence along property line.

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