

SOUTH CAROLINA

VA Form 26-4338 (Home Loan)
 Revised August 1963. Use Optional
 Section 1510, Title 38 U.S.C. Accept-
 able to Federal National Mortgage
 Association.

MORTGAGE

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

WHEREAS: Eugene D. Speer

Greenville, South Carolina, 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 incorporated herein by reference, in the principal sum of Eighteen Thousand Five Hundred and No/100-----Dollars (\$18,500.00), with interest from date at the rate of nine and one-half per centum (9-1/2%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North in Birmingham, Alabama 35203, 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 Five and 77/100-----Dollars (\$155.77), commencing on the first day of October, 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 August, 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 piece, parcel or lot of land with all buildings and improvements thereon situate, lying and being on the westerly side of Mayfair Lane in the City of Greenville, Greenville County, South Carolina being known and designated as Lot No. 18, on a plat of Holmes Acres made by Dalton & Neves, dated February, 1951, recorded in the RMC Office for Greenville County, S.C. in Plat Book Z, page 1, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Mayfair Lane, joint front corners of Lots Nos. 17 and 18, and running thence with the common line of said lots, S. 88-07 W., 160 feet to an iron pin in the line of Lot No. 4; thence along the line of Lot No. 4, N. 3-07 W. 83.08 feet to an iron pin at the joint rear corners of Lots Nos. 18 and 19; thence with the common line of said lots, N. 89-08 E. 161.8 feet to an iron pin on the west side of Mayfair Lane; thence along the west side of Mayfair Lane, S. 1-53 E., 80 feet 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.

* continued on page two

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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