

VA Form 26-4338 (Home Loan)
Revised August 1963. Use Optional.
Section 1819, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

SOUTH CAROLINA

MORTGAGE

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

WHEREAS: JAMES P. SIMPSON, JR. AND WINIFRED E. SIMPSON

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 TWENTY EIGHT THOUSAND FIVE HUNDRED AND NO/100THS----- Dollars (\$ 28,500.00), with interest from date at the rate of eight per centum (8 %) 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 Two Hundred Nine and 19/100THS ----- Dollars (\$ 209.19), commencing on the first day of May, 1975, 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 April, 2005.

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 certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, located on the northeastern side of Trent Drive, being known and designated as Lot No. 195 on plat of AVON PARK Subdivision as shown by plat recorded in the R. M. C. Office for Greenville County in Plat Book KK at page 70 and to a more recent plat entitled Property of James P. Simpson, Jr. and Winifred E. Simpson, dated March 21, 1975, prepared by W. R. Williams, Jr. and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northeastern side of Trent Drive and running thence S. 79-44 E. 175 feet to an old iron pin; thence S. 10-16 W. 80 feet to an old iron pin at the joint rear corners of Lots Nos. 194 and 195; thence N. 79-44 W. 175 feet to an old iron pin on the northeastern side of Trent Drive; thence with the northeastern side of said drive N. 10-16 E. 80 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.

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; wall to wall carpeting

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 Veteran's Administration declining to guarantee or insure said note and/or this mortgage being

RESERVED

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