

FILED
GREENVILLE CO. S. C.

JUN 30 3 13 PM '75

DONNIE S. TANNERSLEY
R.M.C.

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SOUTH CAROLINA

VA Form 26-6338 (Home Loan)
Revised August 1963. Use Optional
Section 1810, Title 38 U.S.C. Accept-
able to Federal National Mortgage
Association.

MORTGAGE

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

WHEREAS:

Edward W. Penn, Jr. and Sara B. Penn of
Greenville, S. C. , 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 Thirty-nine thousand five hundred and no/100th
-----Dollars (\$ 39, 500. 00), with interest from date at the rate of
eight and one-half per centum (8 1/2%) 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 Three hundred three
and 76/100ths-----Dollars (\$ 303. 76), commencing on the first day of
August, 19 75 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 July, 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
State of South Carolina;

ALL that piece, parcel or lot of land, with the buildings and improvements thereon,
situate, lying and being near the City of Greenville, in the County of Greenville, State of
South Carolina being known and designated as Lot 239, on Plat of Sector V, Botany Woods,
which is recorded in the RMC Office for Greenville County, S. C. in Plat Book "YY" at
Pages 6 and 7.

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 Serviceman's Re-
adjustment 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; range or counter top unit, dish-
washer, carpeting in living room, dining room, hall and den and disposal.