

# MORTGAGE

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

WHEREAS: STEWART LEE BRITTENHAM AND VICKI H. BRITTENHAM

of  
Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to  
COLLATERAL INVESTMENT COMPANY

, a corporation  
organized and existing under the laws of the State 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-ONE THOUSAND NINE HUNDRED FIFTY  
AND NO/100----- Dollars (\$ 21,950.00- ), with interest from date at the rate of  
Eight & 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 ONE HUNDRED SIXTY-  
EIGHT AND 80/100----- Dollars (\$ 168.80- ), commencing on the first day of  
August, 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 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 Greenville  
State of South Carolina;

ALL that piece, parcel or lot of land situate, lying and being in  
Greenville County, South Carolina, known and designated as Lot No.  
89, as shown on Plat No. 2 of THORNWOOD ACRES, recorded in the  
R.M.C. Office for Greenville County in Plat Book 124 at Page 105.

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 con-  
clusive proof of such ineligibility), the present holder of the note  
secured hereby or any subsequent holder thereof may, at 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;

