FILED GREENVILLE CO. S. C.

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SOUTH CAROLINA

VA Form 16—6338 (Home Loan)
Revised August 1963, Use Optional,
Section 1949, Title 38 U.S.C. Acceptable to Federal National Mortgage
Association.

## MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

BILLY THEODORE LEATHERWOOD

Greenville County, South Carolina

, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

, a corporation , hereinafter organized and existing under the laws of United States 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 SEVENTEEN THOUSAND NINE HUNDRED FIFTY ----- Dollars (\$ 17,950.00 ), with interest from date at the rate of AND NO/100THS---per centum ( 9 %) per annum until paid, said principal and interest being payable nine Collateral Investment Company, 2233 Fourth Avenue North, Alabama 35203, or at such other place as the holder of the note may in Birmingham, Alabama 35203 designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred Fortyfour and 50/100ths------Dollars (\$ 144.50 ), commencing on the first day of , 19 76, 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 ,2006 • payable on the first day of January

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 scaling 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 the City of Greenville, beingknown and designated as Lot No. 216 on plat of PLEASANT VALLEY, recorded in the R. M. C. Office for Greenville County in Plat Book EE at page 5 and according to a more recent plat entitled "Property of Billy Theodore Leatherwood", dated December 7, 1975, prepared by W. R. William, Jr. and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southern side of Potomac Avenue at the joint front corner of Lots Nos. 217 and 216 and running thence with the joint line of said lots S. 0-08 E. 160 feet to an old iron pin in the joint rear corners of Lot Nos. 286, 287, 217 and 216: thence running with the joint line of Lots Nos. 287 and 216 S. 89-52 W. 60 feet to an old iron pin at the joint rear corner of Lots Nos. 216 ans 215; thence with the joint line of said lots N. 0-08 W. 160 feet to an old iron pin on the southern side of Potomac Avenue; thence N. 89-52 E. 60 feet to the point of beginning.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured breby 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 mortgage property on the basis of reace, 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;

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