

FILED
GREENVILLE CO. S. C.

26 10 08 AM '76

1365 810

VA Form 26-6334 (Home Loan)
Revised September 1975. Use Optional.
Section 15a, Title 38 U.S.C. Accept-
able to Federal National Mortgage
Association.

JOHN B. TAMM, JR.
SOUTH CAROLINA

SOUTH CAROLINA

MORTGAGE

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

WHEREAS: KENNETH DEAN AGNEW

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 Forty-eight Thousand and no/100ths
Dollars (\$ 48,000.00), 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, 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 Three Hundred
Sixty-nine and 12/100ths Dollars (\$ 369.12), commencing on the first day of
June, 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
payable on the first day of May, 2006.

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, together with all buildings and
improvements, situate, lying and being on the northeastern side of
Park Avenue, in the City of Greenville, Greenville County, South
Carolina, being shown and designated as Lot No. 28 on a plat of the
PROPERTY OF W. C. CLEVELAND, made by R. E. Dalton, Engineer, dated
March 14, 1910, revised September, 1913, recorded in the RMC Office
for Greenville County, S. C., in Plat Book B, page 11, reference to
which is hereby craved for the metes and bounds thereof, said lot
being 70 feet wide and 172.5 feet deep, bounded on the northeastern
side by a 15 foot alley.

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 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 conclusive 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;

0810

4328 RV-2