

# MORTGAGE

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

**WHEREAS:**

Charles Nathaniel Scott and Sylvia P. Scott, of  
 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 incor-  
 porated herein by reference, in the principal sum of Twenty Thousand and Nine Hundred and 00/100  
 ----- Dollars (\$ 20,900.00 ), with interest from date at the rate of  
 eight and one-half per centum (  $8\frac{1}{2}$  %) 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 and  
 Sixty and 72/100 ----- Dollars (\$ 160.72 ), commencing on the first day of  
 July , 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 June , 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 situate in Greenville County, be-  
 ing shown as Lot 4 on plat of property of Roy Boggess, plat of which is recorded in Plat  
 Book "MM", at page 5, and according to said plat, having the following metes and bounds,  
 to-wit:

BEGINNING at a point on the northerly side of Tasha Drive at the joint front corner  
 of Lots 3 and 4 and running thence with Tasha Drive S. 56-06 W. 4.2 feet to curve of turn-  
 around; thence with said curve (the chord of which is S. 86-06 W.) 50 feet; thence con-  
 tinuing with said curve (the chord of which is S. 26 W.) 51.4 feet; thence N. 31 W. 146.8  
 feet; thence N. 62-34 E. 85.2 feet; thence S. 33-54 E. 137 feet to the point of beginning;  
 this conveyance is made subject to such easements, right-of-way, and restrictions as may be  
 applicable to said premises.

This is the same property conveyed to the mortgagors by deed of Duke Power Company  
 dated May 17, 1976.

The mortgagors covenant and agree 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, they 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 mortgagors covenant, agree that should this mortgage or the note secured hereby  
 not be eligible for guaranty or insurance under the Serviceman's Readjustment Act within  
 ninety 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 mort-  
 gage 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 se-  
 cured 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;