BOOK 1371 FACE 837

TIME & FAMILY TO BONNIE S. TANKERSLEY

SOUTH CAROLINA

VA Form 26—4338 (Home Loan) Revised September 1975. Use Optional. Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

JERRY CLAYTON BALL and LINDA M. BALL

Greenville, South Carolina

, hereinafter called the Mortgagor, is indebted to

Collateral Investment Company

, a corporation hereinafter organised and existing under the laws of the State of Alabama called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated berein by reference, in the principal sum of Twenty-three Thousand, Eight Hundred and No/100----- Dollars (\$ 23,800.00), with interest from date at the rate of Eight & One-half per centum (82 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North , or at such other place as the holder of the note may in Birmingham, Alabama designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred, Eighty-three and 02/100----- Dollars (\$ 183.02), 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 July

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 certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as Lot 35, Section Two, Richmond Hills Subdivision, on the northeastern side of Galax Drive, plat of Richmond Hills Subdivision, being of record in the RMC Office for Greenville County in Plat Book JJJ at Page 81, said lot fronting 100 feet on the northeastern side of Galax Drive, running back to a depth of 150 feet on the northwestern side, to a depth of 150 feet on the Southeastern side and being 100 feet accross the rear.

"The mortgagor covenants and agrees that so long as this mortgage and the said note seucred 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 mortgages may, at is option, design and payable.

"The mortgegor covenants and agrees that should this mortgego or the LB note severed hereby not be eligible for guaranty or insurance under Servicement's Readjustment Act within 90 days from the date hereof (written statument of any officer or authorized agent of the Veterans Adminstration declining to guarantee or insure said note and/or this

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 applied to the scattering independences herein mentioned; Fence, range, wall-to-wall contains to the contains of the scattering project. Of the contains apprenticed in the scattering project of the contains apprenticed in the scattering project. Of the contains apprenticed in the scattering project of the scattering project. Of the contains apprenticed in the scattering project of the scattering project. Of the contains apprenticed in the scattering project of the scattering project.

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