

VA Form 26-6335 (Home Loan)
Revised September 1975. Use Optional.
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

AUG 27 12 58 PM '76

SOUTH CAROLINA

DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

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

WHEREAS: David Craig Rutherford and Margaret E. Rutherford

Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to
Collateral Investment Company

, a corporation
, hereinafter
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 Ten Thousand Nine Hundred Fifty and no/100---
Dollars (\$ 10,950.00---), with interest from date at the rate of
eight and 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 , 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 Eighty-Four and 21/100--
Dollars (\$ 84.21-----), commencing on the first day of
October , 1976 , 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 September , 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, lying and being on the eastern
side of Irene Circle, near the City of Greenville, in the County of Greenville,
State of South Carolina, and known and designated as Lot No. 34 of a subdivision
known as Royal Heights, plat of which is recorded in the RMC Office for Greenville
County in Plat Book W, at page 25, said lot having such metes and bounds as shown
thereon.

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 the Service-
men'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.

This is the identical property conveyed to the mortgagors herein by deed of June M.
Rector Moore, of even date, to be recorded herewith.

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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