

GREENVILLE CO. S. C.
OCT 5 11 44 AM '76
CONVICT G. T. HENSLEY
R. M. C.

BOOK 1379 PAGE 602

SOUTH CAROLINA

VA Form 16-6335 (Home Loan)
Revised September 1975. Use Optional.
Section 1930, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

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

WHEREAS: Ronald E. Driggers and Debra R. Driggers

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 incorporated herein by reference, in the principal sum of Twenty Three Thousand Two Hundred and No/100-----Dollars (\$23,200.00), 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 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 One Hundred Seventy-Eight and 41/100-----Dollars (\$178.41), commencing on the first day of November, 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 October, 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 with all buildings and improvements thereon, situate, lying and being on the southern side of Hicks Court in Greenville County, South Carolina, being known and designated as a major portion of Lot No. 1 on a plat of Ecole Acres, Section II, made by Campbell and Clarkson Surveyors, Inc., dated July 12, 1974, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R, Page 90 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Hicks Court in the front line of Lot No. 1 (said iron pin being located S. 64-39 W. 20.0 feet from an old iron pin being the original joint front corner of Lots Nos. 1 and 2) and running thence along a new line through Lot No. 1, S. 43-58 E. 202.5 feet to an old iron pin at the rear corner of Lots Nos. 1 and 2; thence S. 58-39 W. 170 feet to an iron pin in the line of Section I of the subdivision known as Ecole Acres; thence N. 37-52 W. 22 to an iron pin; thence N. 35-32 W. 100 feet to an iron pin; thence N. 37-08 W. 90.8 feet to an iron pin on the southern side of Hicks Court; thence along the southern side of Hicks Court, N. 64-39 E. 145.5 feet to an iron pin, the point of beginning.

This being the same property acquired by Mortgagors by deed of even date herewith and to be recorded herewith.

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. (OVER)

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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