

MORTGAGE

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

WHEREAS: OTIS LEE OWENS

of
 Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to
 COLLATERAL INVESTMENT COMPANY, a corporation
 organized and existing under the laws of State 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 Fourteen Thousand Nine Hundred Fifty and
 No/100-----Dollars (\$ 14,950.00), with interest from date at the rate of
 eight per centum (8%) 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 One Hundred Nine and
 73/100----- Dollars (\$ 109.73), commencing on the first day of
 February, 1977, 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 January, 2007.

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; being known and designated as Lot 7 and part of Lot 6 of Royal Oak Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book QQ, Page 117 and having, according to a more recent survey entitled "Property of Otis Lee Owens recorded in the R.M.C. Office for Greenville County in Plat Book 2, Page 52, such metes and bounds as shown thereof. Said lot fronts 100 feet along MacNees Drive and runs back to a depth of 150 feet on the northern boundary and to a depth of 150 feet on its southern boundary and is 100 feet across the rear. This is the same property conveyed to the mortgagor by deed of Ronnie B. Nelson and Sharon Hannon Nelson (formerly Sharon Hannon) recorded December 30, 1976, in the R.M.C. Office for Greenville County in Deed Book 1049, Page 276. 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 Servicemen'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;