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GREENVILLE CO. S. C.  
APR 4 3 40 PM '77  
SCHWE S. TANKERSLEY  
R.M.C.

BOOK 1388 PAGE 599

SOUTH CAROLINA

VA Form 15-6338 (Home Loan)  
Revised August 1963. Use Optional.  
Section 1919, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

# MORTGAGE

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

Collateral Investment Company  
2233 Fourth Avenue, North  
Birmingham, Alabama 35203

### WHEREAS:

Lawrence Leo Haulter, Jr. and Violet F. Haulter of Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to

Collateral Investment Company, a corporation organized and existing under the laws of United States, 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 Eighteen Thousand and no/100----- Dollars (\$18,000.00), 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 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 Thirty-two and 12/100----- Dollars (\$132.12), commencing on the first day of April, 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 March, 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;

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, on the northwest side of Berkley Avenue and being known and designated as Lot No. 420 of the property of Colonia Company as shown by plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book J, at Pages 4 and 5, and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the northwest side of Berkley Avenue, at the northwest corner of the intersection of a 10-foot alley with said Berkley Avenue, which point is approximately 210 feet from the northwest corner of the intersection of Berkley Avenue and Buncombe Road, and running thence along the line of said 10-foot alley, N. 57-32 W. 200 feet to an iron pin; thence N. 32-58 E. 65 feet to an iron pin, rear joint corner of Lots Nos. 420 and 421; thence along the joint line of said lots, S. 57-32 E. 200 feet to an iron pin on the northwest side of Berkley Avenue; thence along the line of said Berkley Avenue, S. 32-58 W. 65 feet to the beginning corner. THIS being the same property conveyed to William L. Wood by deed of Ruth Batson Elrod, dated March 11, 1971, recorded in the R.M.C. Office for Greenville County March 11, 1971, in Deed Book 910 at page 367.

"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 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;

secured hereby or any subsequent holder thereof may, as its option, declare all notes secured hereby immediately due and payable."

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