

GREENVILLE CO. S. C.

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VA Form 26-6331 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1510, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

SOUTH CAROLINA

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# MORTGAGE

STATE OF SOUTH CAROLINA,  
COUNTY OF Greenville

WHEREAS:

Kenneth Wayne Gardner and Chi Hyon Gardner  
Collateral Investment Company  
2233 Fourth Avenue, North  
Birmingham, Alabama 35203

Greenville County

of hereinafter called the Mortgagor, is indebted to

Collateral Investment Company

organized and existing under the laws of Alabama, 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 Twenty Two Thousand and NO/100-----

-----Dollars (\$ 22,000.00 ), 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, 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 Sixty

One and 48/100-----Dollars (\$161.48 ), commencing on the first day of March 1, 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 February 1, 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the North side of Fourth Day Street and being known and designated as Lot No. 20 as shown on a plat entitled "Canterbury Subdivision, Section II", prepared by Heaner Engineering Co., Inc. Dated July 17, 1972 and subsequently revised through March 31, 1976, which plat Book 5P at page 31; said plat being referred to for a more complete description thereof:

"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 of insurance under Servicemen'S Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the

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; Range and wall to wall carpet :

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