

CONNIE S. TANKERSLEY
R.H.C.

SOUTH CAROLINA

VA Form 26-6338 (Home Loan)
Revised August 1963. Use Optional.
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

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

WHEREAS: David Lambert Austell and Stephany C. Austell of 119 Woodcliff Simpsonville, South Carolina, 29681

of
, 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 Thirty-Seven Thousand Five Hundred and 00/100 ----- Dollars (\$ 37,500.00), with interest from date at the rate of eight & one-half per centum (8½ %) 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 Two Hundred Eighty-Eight and 38/100 ----- Dollars (\$ 288.38), commencing on the first day of August, 19 77, 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 July, 2007 ,

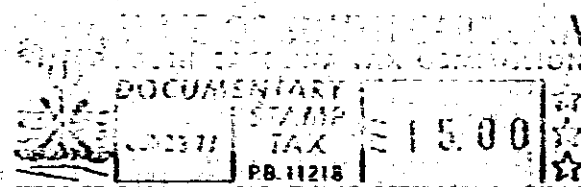
Now, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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 No. 10 of Subdivision known as WOODCLIFF as shown by plat thereof, prepared by Piedmont Engineers and Architects, dated June 23, 1971, and recorded in Plat Book 4-N at Page 44 in the R.M.C. Office for Greenville County.

Reference to said plat is hereby craved for a more particular description.

DERIVATION: This being the same property conveyed to the Grantees herein by Deed dated June 29, 1977 from John E. Gruden said deed to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1059 at Page 507.

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.

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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; carpet

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