

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

GREENVILLE CO. S. C

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DAVID S. TAYLOR, ESQ.  
PLAID

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SOUTH CAROLINA

VA Form 26-6335 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1510, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

# MORTGAGE

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

## WHEREAS:

James Carlisle Foster, Jr. and Jane S. Foster ----- of Greenville County, 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-eight Thousand and No/100 ----- Dollars (\$ 28,000.00 -----), with interest from date at the rate of Eight and One-half-per centum ( 8.5 %) 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 Two Hundred Fifteen and 32/100 ----- Dollars (\$ 215.32 -----), commencing on the first day of October -----, 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 September -----, 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, with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, near the Town of Travelers Rest at the intersection of Fernleaf Drive and Barclay Drive and is shown and designated as Lot No. 63 of a subdivision known as Sunny Slopes, Section 1 on plat recorded in the R.M.C. Office for Greenville County in Plat Book 4R at Page 3 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Barclay Drive at the joint corner of Lots Nos. 62 and 63 and running thence with the joint line of said lots S. 36-42 E., 150 feet to an iron pin; running thence S. 53-18 W., 113.5 feet to an iron pin on the northeastern side of Fernleaf Drive; running thence along Fernleaf Drive N. 34-14 W., 125 feet to an iron pin; thence N. 9-32 E., 36 feet to an iron pin on Barclay Drive; running thence with the southern side of Barclay Drive N. 53-18 E., 32 feet to an iron pin, point and place of beginning.

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;

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