

GREENVILLE COUNTY

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JOHN S. FANNING

SOUTH CAROLINA

VA Form 26-6333 (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 }

WHEREAS:

VIOLA BRAY THAXTON,

Greenville, 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 FOUR THOUSAND ONE HUNDRED FIFTY

DOLLARS AND No/100 Dollars (\$ 24,150.00), with interest from date at the rate of

Eight and one-half per centum (8 1/2%) 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

Eighty-five and 71/100 Dollars (\$ 185.71), 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, City of Greenville, State of South Carolina; on the southern side of Rice Street, being shown and designated as portion of Lots 12 and 13 on a plat of property entitled "Property of G. L. Walker", recorded in the RMC Office for Greenville County, South Carolina, in Plat Book H, at page 18, and being more specifically shown on a more recent plat entitled "Property Of Viola Bray Thaxton", made by Carolina Surveying Company, dated September 21, 1977, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GI, at page 23, reference to said plats is made for a more complete metes and bounds description.

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 instruments 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, as its option, declare all notes secured hereby immediately due and payable.

This being the same property conveyed to the mortgagor herein by deed of Benny R. Evans and Mary Elizabeth Troutman, now Mary Elizabeth Troutman Evans, dated September 22, 1977, to be recorded herewith.

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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