

1415 687

SOUTH CAROLINA

VA Form 26-4338 (Home Loan)
Revised August 1963. Use Optional,
Section 1810, Title 38 U.S.C. Accept-
able to Federal National Mortgage
Association.

FILED
GREENVILLE CO. S. C.

2 of 1 MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } ss:

WHEREAS: Carl Ellenburg Hicks

Greenville County, South Carolina
Collateral Investment Company

of
, hereinafter called the Mortgagor, is indebted to

, a corporation
, hereinafter
called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incor-
porated herein by reference, in the principal sum of Thirty-One Thousand Five Hundred and No/100--
-----Dollars (\$ 31,500.00), 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, 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 Two Hundred Forty-
Two and 24/100-----Dollars (\$ 242.24), commencing on the first day of
December , 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 November , 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 the buildings and improvements
thereon, situate, lying and being on the westerly side of Avon Drive, near the City
of Greenville, County of Greenville, State of South Carolina, being known and
designated as Lot No. 85 on plat of AVON PARK as recorded in the RMC Office for
Greenville County, South Carolina, in Plat Book KK at Page 71, and having, according
to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the westerly side of Avon Drive, said pin being the joint
front corner of Lots 144 and 85, and running thence with the common line of said Lots,
S.77-44 W. 197.3 feet to an iron pin, joint rear corner of Lots 85 and 144; thence
N.05-42 E. 125 feet to an iron pin, joint rear corner of Lots 84 and 85; thence with
the common line of said Lots, S.89-08 E. 176.1 feet to an iron pin on the westerly
side of Avon Drive; thence with said Drive, S.03-11 E. 80 feet to the point 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."

"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

*continued on second page -

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:---

4328 RV-2