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GREENVILLE CO. S. C.

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JOHNIE S. TANKERSLEY
R.M.C.

SOUTH CAROLINA

VA Form 16-6228 (Home Loan)
Revised August 1963. Use Optional
Section 1519, Title 38 U.S.C. Acceptable
to Federal National Mortgage
Association.

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE }

WHEREAS:

We, James A. Ivey and Mozelle C. Ivey

of 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 Thirty-three Thousand and no/100 Dollars (\$ 33,000.00), with interest from date at the rate of eight and three-fourths percentum (8 3/4%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 4th 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 Fifty-nine and 71/100 Dollars (\$ 259.71), commencing on the first day of May, 1978, 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 April, 2008.

g.j. med.

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 lying situate and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 95 on plat of Chestnut Hills, recorded in Plat Book QQ, at Page 835 in the office of the R.M.C of Greenville County, S.C., and according to a resurvey of said lot prepared by Carolina Surveying Company dated March 23, 1978, reference to said plat being hereby made for a more complete and accurate description.

This property is subject to any easements for rights of way or utilities and drainage as may appear of record and/or on the premises. This property is also subject to restrictions and/or restrictive covenants governing said property as is recording in Book 626, at Page 325 and Book 634, at Page 295.

"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 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 is the identical tract of land conveyed to Mortgagors herein named by deed this date from John A. Senick and Bertha P. Senick recorded simultaneously herewith in Book 1076, Page 75. 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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RECORDED IN BOOK 1076 PAGE 75
APR 23 1977
GREENVILLE COUNTY, S.C.