

FILED  
GREENVILLE COUNTY

1428

APR 7 3 19 78

SOUTH CAROLINA

VA Form 26-6334 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1250, Title 38 U.S.C. Accept-  
able to Federal National Mortgage  
Association.

# MORTGAGE

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

WHEREAS: Joy E. Long, Jr. and Jeanette N. Long

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 Forty-one Thousand Five Hundred and NO/100ths Dollars (\$ 41,500.00 ), 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 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 Three Hundred Twenty-Six and 61/100ths Dollars (\$ 326.61 ), commencing on the first day of May, 19 78, 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.

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, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina on the northeastern side of Richbourg Road, being known and designated as Lot 31 on a plat entitled "Map of Morning Side", recorded in the RMC Office for Greenville County, South Carolina in Plat Book EE at Pages 2 and 3 and having, according to said plat, such metes and bounds as shown thereon.

This mortgage is taken this date to correct that certain mortgage executed on the 8th day of March 1978. This corrected mortgage is being executed by the veteran in lieu of his power of attorney previously given to his wife, said original mortgage being recorded in Mortgage Book 1425 at page 358. This is that same property conveyed to Joy E. Long, Jr. and Jeanette N. Long by deed of L. Vernon Powell and Velma B. Powell dated and recorded concurrently herewith.

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 Serviceman'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.

Disposal and two window air conditioners are added as security. 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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