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BONNIE S. TANNERSLEY  
R.M.C.

BOOK 1432 PAGE 619

SOUTH CAROLINA

VA Form 26-6335 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1539, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

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

# MORTGAGE

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

WHEREAS:

Joe Louis Berry and Lorine Berry 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 Twenty-eight Thousand Nine Hundred Fifty and no/100-----Dollars (\$28,950.00), with interest from date at the rate of eight & three-fourths per centum (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 Two Hundred Twenty-seven and 84/100-----Dollars (\$227.84), commencing on the first day of July, 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 June, 2003.

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 the buildings and improvements thereon, situate, lying and being near the City of Greenville; County of Greenville, State of South Carolina, being known and designated as Lot 40, Plat of Magnolia Acres, plat of which is recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book GG, page 133, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the westerly side of Fleetwood Drive, joint front corner Lots 40 and 41, said iron pin being 612 feet in a northerly direction from the intersection of Fleetwood Drive and Cool Brook Drive; and running thence N. 79-51 W. 163.4 feet to an iron pin; thence N. 40-28 E. 115.9 feet to an iron pin; thence along the line of Lot 39 S. 79-51 E. 105 feet to an iron pin on Fleetwood Drive, joint front corner Lots 39 and 40; thence along Fleetwood Drive S. 10-09 W. 100 feet to an iron pin, the point of beginning. THIS being the same property conveyed to Mortgagors by deed of Perry Ramsey Greene, recorded in the R.M.C. Office for Greenville County on May 17, 1978, in Deed Book 1079 at page 544.

"The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen'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 mortgage to include carpet.

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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