

GREENVILLE CO. S. C.

FILED  
GREENVILLE CO. S. C.

MAY 13 4 25 PM '78

BONNIE S. TANKERSLEY  
R.M.C.

~~BOOK 1433 PAGE 619~~

BOOK 1434 PAGE 878 SOUTH CAROLINA

JUN 12 3 32 PM '78  
VA Form 24-4115 (Home Loan)  
Revised September 1975. Use Optional.  
Not valid in the State of S.C. except  
as to Federal National Mortgage  
Association, F.T.C.

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

# MORTGAGE

CORRECTED MORTGAGE - RERECORD

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

WHEREAS:

Joe Louis Berry and Lorine Berry  
Greenville, South Carolina of  
, 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 incor-  
porated 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, 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 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 CG, 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 19, 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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