

MORTGAGE

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

WHEREAS: JAMES D. JERNIGAN AND PATRICIA R. JERNIGAN

Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

, a corporation organized and existing under the laws of the State 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-three Thousand Nine Hundred Fifty and no/100ths ---- Dollars (\$ 43,950.00), with interest from date at the rate of nine and one-half per centum (9-1/2%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2100 First 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 Three Hundred Sixty-nine and 62/100ths ---- Dollars (\$ 369.62), commencing on the first day of October 1st, 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 September, 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 all buildings and improvements thereon, situate, lying and being on the northeastern side of Hickory Lane, in Greenville County, South Carolina, being known and designated as Lot No. 20 on a plat entitled GLENDALE II, made by C. O. Riddle, dated December, 1965, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 000 at page 55, reference to which plat is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the Mortgagors by deed of Lex P. Shirah and Peggy B. Shirah to be recorded simultaneously herewith.

The mortgagors covenant and agree 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, they 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 mortgagors covenant and agree 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, at its option, declare all notes secured hereby immediately due and payable. 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; Carpet.

ST 1278 1080