P.O. BOX C-180, Birmingham, Alabama 35283 GREENVILLE CO. S. C.

VOL 1400 900 201

VA Form 26--\$338 (Home Loan)
Revised September 1975. Use Optional.
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage
Association.

BAR 20 4 59 PH 179 DONNIE S. TANKERSLEY

SOUTH CAROLINA

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS: GILBERT McCOLLOUGH

GREENVILLE, SOUTH CAROLINA

COLLATERAL INVESTMENT COMPANY

payable on the first day of APRIL, 2009,

, hereinafter called the Mortgagor, is indebted to

, 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-U porated herein by reference, in the principal sum of TWENTY-SIX THOUSAND AND NO/100-----NINE & ONE-HALF per centum (9.5%) per annum until paid, said principal and interest being payable at the office of COLLATERAL INVESTMENT COMPANY, 2100 FIRST AVENUE NORTH, P.O.BOX Cin 180, BIRMINGHAM, ALABAMA 35283 , 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 EIGHTEEN AND 66/100----- Dollars (\$ 218.66 ), commencing on the first day of , 1979, and continuing on the first day of each month thereafter until the principal and MAY

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;

interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and

ALL that certain piece, parcel or lot of land, and the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina and being known and designated as Lots Nos. 48 and 49, on a Plat of Mountain View Land Co. recorded in Plat Book A at Pages 396 and 397, and being further shown on a Plat of Property of Gilbert McCollough recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-8, at Page 20, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Gridley Street at the joint front corner of Lots Nos. 47 and 48 and running thence with common line of said lots S. 86-20 W. 153.3 feet to an iron pin; thence running N. 12-30 W. 140 feet to an iron pin; thence running S. 61-42 E. 205.6 feet to an iron pin; thence running along Gridley Street S. 4-22 E. 29.5 feet to an iron pin; the point of beginning.

Derivation: Deed Book 1098, Page 9/6 - Lucia Helen Keeler, Charles Fredrick Keeler and William Franklin Keeler 3/20/79

The mortgagor covenants and agrees that so long as this mortgage and the said note secuted 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."

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.

This mortgage also covers the fence.

10

٩ĺ٧