

GREENVILLE CO. S. C.

MAY 10 12 11 PM '79

vol 1405 page 931

VA Form 26-6338 (Home Loan)
Revised September 1975. Use Optional
Section 150, Title 38 U.S.C. Accept-
able to Federal National Mortgage
Association.

JOHNIE S. TANKERSLEY
R.H.C.

Greenville,

SOUTH CAROLINA

MORTGAGE

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

WHEREAS: JEFFREY ALAN McSHARRY AND RENE' K. McSHARRY
RM JAM

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 Seventy Six Thousand, Five Hundred and No/100-----Dollars (\$ 76,500.00), with interest from date at the rate of ten percent per centum (10 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company 2233 Fourth 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 Six Hundred Seventy One and 67/100-----Dollars (\$ 671.67), commencing on the first day of June 1, 19 79, 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 May 1, 2009.:

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 tract of land, situate, lying and being in the State of South Carolina, County of Greenville, being on the Northwest side of Pinson Road and the Northeast side of Kirby Road, in Dunklin Township, being shown and designated as a twenty three point seventy five acre (23.75) tract of land, as shown on plat entitled Property of Jeffrey Alan McSharry and Rene' K. McSharry, as Tract 1, made by Jones Engineering Service, dated April 2, 1979, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 7-E at page 68 recorded on May 10, 1979, said plat being referred for a more complete description thereof. This being the same property conveyed to the Mortgagors by Deed of Michael R. Fant, of even date to be recorded herewith:

This property is subject to an easement for ingress and egress as shown on the above mentioned plat which is reserved by Michael R. Fant, in that deed dated May 9, 1979, to Jeffery Alan McSharry, and Rene' K. McSharry, recorded in the RMC Office for Greenville County, in Deed Book 1102 at page 155, recorded May 10, 1979.

" THE MORTGAGORS, 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". continued on reverse side.

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; Wall-to-Wall Carpet, Dish-washer, Range or Counter Top-Unit, Attic Fan and Fence.

GCTO -----2 MY10 79 548 3.5001

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
MAY 10 1979
\$ 30.00
FD. 11218

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