

FILED  
GREENVILLE CO. S. C.

VOL 1408 MAR 10 1979  
SOUTH CAROLINA

VA Form 26-6335 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MAY 30 10 40 AM '79

DONNIE S. TANKERSLEY

**MORTGAGE**

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

WHEREAS:

WILLIAM EADS HARDAWAY and EDITH McBEE HARDAWAY

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 Forty Three Thousand and no/100 Dollars (\$ 43,000.00 ), with interest from date at the rate of ten per centum (10.0 %) 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 Seventy-seven and 54/100 Dollars (\$377.54 ), commencing on the first day of July, 1979, 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, 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 lot of land with the buildings and improvements thereon lying and being on the northeasterly side of Lisa Drive, near the City of Greenville, South Carolina, being known and designated as Lot No. 55 on plat entitled "Wade Hampton Terrace" as recorded in the RMC Office for Greenville County, S. C. in Plat Book KK, Page 15, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Lisa Drive, said pin being the joint front corner of Lots 55 and 56 and running thence with the common line of said lots N. 73-20 E. 160 feet to an iron pin, the joint rear corner of Lots 55 and 56; thence N. 16-51 W. 95.5 feet to an iron pin, the joint rear corner of Lots 54 and 55; thence with the common line of said lots S. 73-09 W. 160 feet to an iron pin on the northeasterly side of Lisa Drive; thence with the northeasterly side of Lisa Drive S. 16-51 E. 95 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of John D. Holly, III, and Angela W. Holly of even date herewith to be recorded.

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 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.

ALSO, included herein is all carpet installed in said premises, it being the intention of the parties hereto that said carpeting shall constitute a part of the real estate.

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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