FILED GREENVELE CO.S.C.

VA Form 26-6338 (Home Loan) Revised September 1975. Use Optional, Section 1519, Title 38 U.S.C. Acceptable to Federal National Mortgage Association

JAN 18 12 08 PH '80

SOUTH CAROLINA

## MÖRTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

WHEREAS: PHILLIP E. BRYANT AND MAXINE P. BRYANT

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 Thirty Seven Thousand Five Hundred and no/100----- Dollars (\$ 37,500.00 ), with interest from date at the rate of per centum ( 8 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2100 First Avenue North 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 Two Hundred Seventy Five and 16/100----- Dollars (\$275,16 ), commencing on the first day of February, 19 80, 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 January, 2010,

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 western side of Paris View Drive (also known as Montis Drive) Greenville County, South Carolina being shown as Lot No. 46 on a plat entitled REVISED MAP OF PARIS VIEW made by Dalton and Neves, dated October, 1957, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book QQ, page 26, reference to which is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the Mortgagors by deed of James L. Keese to be recorded simultaneously herewith.

Cand 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 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."

Othe 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 Veteran Administration declining to guarantee or insure said note and/or this mortgage being deemed conclusive of such ineligibility), Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtaneous 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;

Range or counter top unit and wall-to-wall carpeting.

This mortgage is a re-recording of a mortgage of even date appearing of record in the RMC office for Greenville, SC in Mortgage Book 1490, page page 618 recorded on December 7, 1979.