

2100 First Avenue, North, Birmingham, Alabama

1907-20

VA Form 26-4335 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1035, Title 38, U.S.C., Applicable  
to the Federal National Mortgage  
Association.

SOUTH CAROLINA

1990

ASLEY

# MORTGAGE

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

**WHEREAS:**

James Walter Cross and Madge P. Cross

of  
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 incor-  
porated herein by reference, in the principal sum of Forty Seven Thousand Nine Hundred  
Fifty and no/100----- Dollars (\$ 47,950.00 ), with interest from date at the rate of  
eleven & one-half per centum ( 11.5%) per annum until paid, said principal and interest being payable  
at the office of Collateral Investment Company  
in Birmingham, Alabama, 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 Four Hundred Seventy  
Five and 18/100----- Dollars (\$ 475.18----), commencing on the first day of  
September, 1980, 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 August, 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  
State of South Carolina;

All that certain piece, parcel or lot of land lying in the State of South  
Carolina, County of Greenville, shown as Lot 16 on plat of Spring Forest,  
recorded in Plat Book XX at page 126 and also shown on plat of Property  
of James Walter Cross and Madge P. Cross, recorded in Plat Book SC  
at page 83 and having such courses and distances as will appear by  
reference to the latter plat.

Being the same property conveyed by Thomas G. Cross by deed recorded  
herewith.

The mortgagor 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.

The mortgagor covenants and agrees 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.  
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;

0204

4328 RV-2