

GREENVILLE CO. S. C.

REC 5 5 01 PM '73

DONNIE S. TANKERSLEY  
R.H.C.

BOOK 1296 PAGE 805

SOUTH CAROLINA

VA Form 26-6138 (Home Loan)  
Revised August 1963. Use Optional.  
Section 1510, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

## MORTGAGE

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

WHEREAS:

I, JIMMY RAY LEA

Greenville, South Carolina

, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

, a corporation  
, hereinafter  
organized and existing under the laws of the State of Alabama  
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 Eighteen Thousand Nine Hundred Fifty and no/100 Dollars (\$ 18,950.00 ), with interest from date at the rate of eight and one-half per centum (8 1/2%) 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 One Hundred Forty Five and 73/100 Dollars (\$ 145.73 ), commencing on the first day of January, 1974, 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 November, 2004.

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; being known as lot 12 on Plat of CAROLINA HEIGHTS SECTION #2, and recorded in the RMC Office for Greenville County, S.C., in Plat Book "BBB", at page 161, and having the following metes and bounds, according to said plat, to-wit: BEGINNING at an iron pin at the joint front corner of lots 12 and 13 and running with the common line of said lots N. 24-57 W., 152.7 feet to an iron pin; thence N. 64-39 E., 40.9 feet to an iron pin; thence N. 81-05 E., to an iron pin at the joint rear corner of lots 11 and 12; thence running with the common line of said Lots S. 24-57 E., 139.2 feet to an iron pin; thence fronting on Theodore Circle S. 65-03 W., 85.0 feet to the point of beginning.

The mortgagor covenants and agrees that so long as this mortgage and 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 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, at 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;

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