4.1904 5.259

SOUTH CAROLINA

VA Form 26—4338 (Home Loan)
R vised August 1863, Use Obstand,
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage
Association

MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

800

WHEREAB:

James T. Butler and Ann Cox Butler

Greenville County
Collateral Investment Company

of , hereinafter called the Mortgagor, is indebted to

, a corporation , hereinafter organized and existing under the laws 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 Twenty-One Thousand Five Hundred and No/100--....- Dollars (\$21,500.00), with interest from date at the rate of eight & one-fourth per centum (81/4 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North in Riemingham Alahama, or at such other place as the holder of the note may in Birmingham, Alabama, or at such other place as the noncer of the north modeling and designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred Sixty-One and 68/100------Dollars (\$ 161.68), commencing on the first day of , 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 February , 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 scaling 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 in the County of Greenville, State of South Carolina, situate, lying and being on the southeastern side of Alleta Avenue and being known and designated as a portion of Lots Nos. 38 and 40 of HILLSIDE TERRACE Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book F at Page 154, and having the following metes and bounds, to-wit:

Beginning at a stake on the southeastern side of Alleta Avenue, said point being 64.6 feet southwest from the intersection of Alleta Avenue and Clevervine Avenue, joint corner of Lots 40 and 42 and running thence S.35-08 E. 126.2 feet to a stake in the line of Lot 22; thence with the line of Lot 22, S.53-47 W. 90 feet to a stake; thence N.28-20 W. 126.7 feet to a stake on the southeastern side of Alleta Avenue; thence with said Avenue, N.53-15 E. 75 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 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 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;

*the following personal property: Anchor fence along rear of property.



10

O-

1200 DV.