SOUTH CAROLINA

VA Form 26-4338 (Home Loan) Revised August 1963. Use Optional, Section 1819, Title 38 U.S.C. Acceptable to Federal National Mortgage

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

Jim William Gilbert and Darlene P. Gilbert

Greenville, South Carolina

, hereinafter called the Mortgagor, is indebted to

Collateral Investment Company , a corporation , hereinafter organized and existing under the laws of the States of the United States 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-seven Thousand Eight Hundred and no/100----Dollars (\$ 27,800,00--), with interest from date at the rate of eight & one-half per centum (8.50%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company , or at such other place as the holder of the note may Birmingham, Alabama designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two Hundred Thirteen and 78/100----- ), commencing on the first day of , 19 75, and continuing on the first day of each month thereafter until the principal and July 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 ,2005,

Now, Know All Men, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns, the following-described property situated in the county of Greenville

State of South Carolina; shown as Lot 7 on plat of Brookwood For est recorded in Plat Book BBB at page 155 and having such courses and distances as will appear by reference to said plat. Also included as collateral in the within mortgage is the carpet described under Item 18 in the Certificate of Reasonable Value.

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 the undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby im mediately 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, beeing deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declar all notes secured hereby immediately due and payable.





Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenences 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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