

MORTGAGE

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

WHEREAS:

FREDERICK L. BENNETT AND JUDY D. BENNETT

Greenville County, South Carolina, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

, a corporation

organized and existing under the laws 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 EIGHTEEN THOUSAND NINE HUNDRED FIFTY

AND NO/100THS----- Dollars (\$ 18,950.00), with interest from date at the rate of eight and one-half per centum (8 $\frac{1}{2}$ %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue North in 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 One Hundred Forty-five and 73/100ths----- Dollars (\$ 145.73), commencing on the first day of September, 1975, 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, 2005.

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 certain piece, parcel or lot of land situate, lying and being in the Town of Fountain Inn, being known and designated as Lot No. 9 as shown on plat of Petesy W. Edwards as recorded in the R. M. C. Office for Greenville County in Plat Book BB at page 70 and as shown on a more recent plat entitled "Property of Frederick L. Bennett and Judy D. Bennett", dated July 22, 1975, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northern side of Maple Street at the joint corners of Lots Nos. 10 and 9 and running thence N. 55-07 W. 147.8 feet to an old iron pin; thence N. 35-14 E. 80 feet to an iron pin; thence with the line of Lot No. 8 S. 55-04 E. 142.6 feet to an iron pin (spike) on the northern side of Maple Street; thence with the line of Maple Street S. 31-32 W. 80 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 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 *

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; Wall to wall carpeting and one window air conditioning unit

* Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the Veteran's Administration declining

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