DONNIE S.TANKERSLEY

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SOUTH CAROLINA

VA Form 26-6338 (Home Loan) Review August 1-63 the Optional Section 1866, Fille 38 U.S.C. Acceptable to Februar Nutsinal Mortrage

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

Sammy L. Harris and Freda R. Harris

Greenville, South Carolina

, hereinafter called the Mortgagor, is indebted to

Collateral Investment Company

, & 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 Thousand, Five Hundred Fifty and No/100---- Dollars (\$ 20, 550. 00 ), with interest from date at the rate of eight and three-forther centum (8-3/4 %) per annum until paid, said principal and interest being payable **Collateral Investment Company** at the office of , 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 One Hundred Sixty-), 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 June, 2004.

Now, Know All Mgs, 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 situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, on the southern side of Eisenhower Drive, being known and designated as Lot 2 on plat of Property of W. T. Patrick and W. R. Timmons, recorded in the R.M.C. Office for Greenville County in Plat Book EE at Page 94.

It is understood and agreed that the window air conditioning unit located on this property is included in this mortgage.

The mortgagors covenant and agree 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, they 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 mortgagors covenant and agree 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 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 apper aining; 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 factures 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, factures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;