1315 - 131

VA Form 26-6338 (Home Loan) Revised August 1981. Use Optional, Ecction 1889, Tatle 38 U.S.C. Acceptable to Federal National Mortgage Association. St. 1 4 ha fines, a south a ster hard.

SOUTH CAROLINA

MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

JAMES RODGER QUALLS

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 Sixteen Thousand Nine Hundred Seventy and no/ eight & three-fourthper centum (8-3/4%) per annum until paid, said principal and interest being payable Collateral Investment Company, or at such other place as the holder of the note may at the office of Birmingham, Alabama designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Bundled Thirty------- Dollars (\$ 133.72), commencing on the first day of three and 72/100 -, 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 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 (33) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 let of land situate, lying and being in the State of South Carolina, County of Greenville on the west side of Townes Street being known and designated as lot No. 5 of the property of W. C. Cleveland, as shown on plat recorded in Plat Book B at Page 5 and having the following metes and bounds, to-wit:

ECONNING at an iron pin on the west side of Townes Street at the commer of Lot No. 4 which point is approximately 315.3 feet north of the northwest corner of the intersection of Townes Street and Park Avenue and running thence along the line of Lot No. 4 N 76-00 W. 207.4 feet to an iron pin on a 14 feot alley; thence along the line of said alley N 14-00 E, 60.5 feet to an iron pin at the rear corner of Lot No. 6; thence along the line of said Lot No. 6 S 76-00 E 214.9 feet to an iron pin on the west side of Townes Street; thence along the line of said Townes Street, S 21-00 W 61 feet to the beginning corner.

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 cocupancy 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 nortgage 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 reats, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said reats, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in a bittion 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;