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SOUTH CAROLINA

VA Form 26—6338 (Home Loan) Revised August 1993, Use Optional, Section 1830, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

WHEREAS:

I, Edward H. Vassallo Greenville, South Carolina

of , hereinafter called the Mortgagor, is indebted to

Collateral Investment Company

, a corporation organized and existing under the laws of The State of Alabama , hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incor-Eleven thousand two hundred fifty - - - - porated herein by reference, in the principal sum of Dollars (\$ 11,250.00 ), with interest from date at the rate of Nine and one-half per centum (9.5 %) per annum until paid, said principal and interest being payable Collateral Investment Company, 2233 Fourth Avenue North at the office of , or at such other place as the holder of the note may Birmingham, Alabama 35203 designate in writing delivered or mailed to the Mortgagor, in monthly installments of ), commencing on the first day of Dollars (\$ 94.73 Ninety-four and 73/100 , 19 74, 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, 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 (\$3) 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 Mortgagoe, its successors and assigns, the following-described property situated in the county of Greenville

State of South Carolina; on the western side of S. C. Highway 20, being shown on a current survey entitled "Robert Davis Property" made by Freeland-Jones & Associates entitled "Property of Edward H. Vassallo" recorded September 11, 1974, in Plat Book 5 7, at Page 26. The Southern point of said Lot lies 209 feet North of the intersection of S. C. Highway 20 and County Road and fronts on S. C. Highway 20 90.42 feet; runs in parallel lines to a depth of 207.24 feet, and is 90.42 feet across the rear.

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 immedia-ely 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 hereof 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 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;