

# MORTGAGE

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

**WHEREAS:**

Ernest L. Mitchell-----of  
 Greenville, 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 incor-  
 porated herein by reference, in the principal sum of Fifty Five Thousand and No/100-----  
 Dollars (\$55,000.00), with interest from date at the rate of  
 Eight per centum ( 8 %) per annum until paid, said principal and interest being payable  
 at the office of Collateral Investment Company  
 in Birmingham, Alabama, 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 Four Hundred Three  
 and 70/100-----Dollars (\$403.70-----), commencing on the first day of  
 May, 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 April, 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  
 State of South Carolina;

ALL that certain piece, parcel or lot of land situate, lying and being  
 in the State of South Carolina, County of Greenville on the southern  
 side of West Earle Street according to a plat prepared by R.E. Dalton  
 dated August, 1924 and on a revised plat being known as property of  
 Ernest L. Mitchell prepared by Carolina Surveying Company dated April 1,  
 1975 recorded in the RMC Office for Greenville County in Plat Book 5K  
 at page 107 and having metes and bounds as shown on the latter  
 referred plat.

"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  
 the 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, as 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;

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