

FILED
GREENVILLE CO. S.C.

SEP 23 3 58 PM '76

1221-384

SOUTH CAROLINA

VA Form 26-4335 (Home Loan)
Revised September 1975. Use Optional
Section 1519, Title 38 U.S.C. Avail-
able to Federal National Mortgage
Association.

DEAN S. DANVERSLEY
A.H.C.

MORTGAGE

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

WHEREAS:

Homer Pleze Garland ----- of
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 incor-
porated herein by reference, in the principal sum of Thirty-eight Thousand Nine Hundred Fifty and
No/100 ----- Dollars (\$ 38,950.00---), with interest from date at the rate of
Eight & three-fourth per centum (8 3/4%) 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 Three Hundred Six and
54/100 ----- Dollars (\$ 306.54 -----), commencing on the first day of
April -----, 1976, 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 March -----, 2006.

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, with improvements thereon, situate, lying
and being on the western side of Old Georgia Road in the County of Greenville, State of
South Carolina and being known and designated as a 13.08 acre tract as shown on plat of
property of Homer P. Garland and Letha S. Garland, prepared by John C. Smith, R.L.S.,
dated February 16, 1976 and recorded in the R.M.C. Office for Greenville County in Plat
Book 5-R at Page E and according to said plat has the following metes and bounds,
to-wit:

BEGINNING at an old nail and cap in the center of Old Georgia Road and running thence with
the joint line of this tract and property now or formerly of Joe E. Casey, S. 85-59 W., 692.8
feet to an old iron pin; thence with property now or formerly of L. J. Mears N. 59-33 W.,
887.2 feet to an old iron pin; running thence with the joint line of this tract and property
now or formerly of Carl Garrison N. 85-56 E., 1,498.5 to an old nail and cap in the center
of Old Georgia Road at its intersection with West Georgia Road; running thence along center
line of Old Georgia Road S. 02-14 W., 380 feet to an old iron pin; thence continuing with
the center line of said road S. 01-04 W., 141 feet to an old nail and cap, the point and
place 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 the Serviceman's Readjustment Act within 90 days
from the date hereof (written statement of any officer or authorized agent of the Veterans

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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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