GREENVILLE CO. S. C.

29.1384 22821

VA Form 26—6118 (Home Loan) Review August 1993, Use Optional, Section 1819, Title S. U.S.C. Acceptable to Federal National Mortgage DONNIE S. TANKERSLEY R.H.C.

SOUTH CAROLINA

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS: R

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ROY E. SMITH AND BEVERLY H. SMITH

Greenville, South Carolina COLLATERAL INVESTMENT COMPANY

, hereinafter called the Mortgagor, is indebted to

, a 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 Thirty-two Thousand Nine Hundred and No/100--.....Dollars (\$ 32,900.00 ), with interest from date at the rate of eight and three-7ths per centum (8 3/4 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company , 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 Two Hundred Fiftyeight and 92/100----- Dollars (\$258.92 ), commencing on the first day of , 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 April ,2006 .

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 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 Mortgagoe, its successors and assigns, the following-described property situated in the county of Greenville

State of South Carolina;

All that piece, parcel or lc: of land situate, lying and being on the Northwestern side of Archdale Drive, in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 32 as shown on a plat entitled "Montclaire Subdivision, Section III", prepared by R. B. Bruce, Registered Surveyor, dated April 17, 1969, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book WWW at page 57 and having, according to said plat and also according to a more recent plat prepared by Webb Surveying & Mapping Co., dated April 8, 1976, entitled "Property of Roy E. Smith and Beverly H. Smith", the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Archdale Drive at the joint front corner of Lots 32 and 33 and running thence with the common line of said lots N. 60-42 W. 150 feet to the joint rear corner of said lots; thence N. 29-18 E. 80 feet to an iron pin at the joint rear corner of Lots 32 and 31; thence with the common line of said lots S. 60-42 E. 150 feet to an iron pin on Archdale Drive; thence with the said Archdale Drive S. 29-18 W. 80 feet to the point 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 premises 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.

(Cont'd. on next page)

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;













4328 W.2

**CO**(