800 1370 FACE 435

SOUTH CAROLINA

Jun 16 4 41 PH '78

DONNIE S. TANKERSLEY

MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

VA Form 26-6338 (Home Loan) Revised September 1975. Use Optional. Section 1810, Title 35 U.S.C. Acceptable to Federal National Mortgage

WHEREAS:

COY EDWARD DURHAM, JR. and DOCKERY R. DURHAM

Greenville, South Carolina

, hereinafter called the Mortgagor, is indebted to

Collateral Investment Company

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 incorporated herein by reference, in the principal sum of Thirty-two Thousand, Nine Hundred, Fifty and No/100------Dollars (\$32,950.00), with interest from date at the rate of Eight & One-half per centum (8½%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North 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 Two Hundred, Fifty-three and 39/100-------Dollars (\$253.39), commencing on the first day of August , 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 July, 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 in Butler Township, Greenville County, State of South Carolina, near the City of Greenville and being known and designated as Lot Number 41 of a subdivision known as McSwain Gardens, a plat of which is of record in the RMC Office for Greenville County, in Plat Book GG at Page 75, and having, the following metes and bounds, to-wit:

BEGINNING at a point on the Southern side of Linwood Avenue at the joint front corner of Lots 34 and 41; and running thence S. 16-22 E. 144.45 feet to a point at the joint rear corner of Lots 33 and 41; thence S. 78-23 W. 115.8 feet to a point at the joint rear corner of Lots 41 and 42; thence N. 10-00 W. 150.2 feet to a point on the Southern side of Linwood Avenue at the joint front corner of Lots 41 and 42; thence with the Southern side of Linwood Avenue, N. 80-00 E. 45.2 feet to a point; thence conintuing with the Southern side of Linwood Avenue, N. 84-04 E. 54.8 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 property on the bases of race, color or creed. Upon any violation of this undertaking, the

(continued on back)

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;











328 RV-23

K)·

すい

0