

Collateral Investment Co.
2233 Fourth Avenue, North
Birmingham, Alabama 35203

FILED
GREENVILLE CO. S. C.

BOOK 1374 PAGE 579

AUG 5 2 38 PM '76

DONNIE S. TANKERSLEY
R.H.C.

SOUTH CAROLINA

VA Form 26-5133 (Home Loan)
Revised September 1975. Use Optional.
Section 1510, Title 38 U.S.C. Accept-
able to Federal National Mortgage
Association.

MORTGAGE

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

WHEREAS:

JAMES W. DUNCAN and GAYLE DUNCAN
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-Five Thousand and No/100-----
Dollars (\$ 35,000.00), 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
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 Sixty-
Nine and 15/100----- Dollars (\$ 269.15), commencing on the first day of
September, 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 piece, parcel or lot of land situate, lying and being in the
State of South Carolina, County of Greenville, being known and designated
as Lot No. 7, as shown on plat of Burlington Industries, Inc., which plat
is of record in the R.M.C. Office for Greenville County, S. C., in Plat
Book JJJ, at Page 10; reference to said plat being craved for a metes and
bounds description thereof.

The mortgagor covenants and agrees that so long as this mortgage and the
said note secured hereby are guaranteed under the provisions of the
Servicemen'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 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 thereof may, as its option, declare
all notes secured hereby immediately due and payable.

This mortgage also covers range or counter top unit and wall to wall
carpeting situate in or on the above described property.

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;

This is the same property conveyed to the Mortgagors by James T. Osborne
and N. Janeen B. Osborne by deed dated August 5, 1976.

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