DONNIE S. TARKERSLEY R.M.C.

300x 1381 162 186

GREENVILLE CO. S. C.

SOUTH CAROLINA

VA Form 26-6338 (Home Loan) Revised August 1963. Use Optional. Section 1610, Title 38 U.S.C. Acceptable to Federal National Mortgage

WHEREAS:

MORTGAGE

10T 22 4 53 PY 17

COLLATERAL INVESTMENT CO 2233 Fourth Avenue North Birmingham, Alabama 35203

STATE OF SOUTH CAROLINA, **GREENVILLE** COUNTY OF

WE, JOSEPH L. WHALEY AND EARLENE H. WHALEY (Joseph L. Whaley same as Joe L. Whaley)

, hereinaster called the Mortgagor, is indebted to Taylors, South Carolina

COLLATERAL INVESTMENT COMPANY , a corporation , hereinafter O organized and existing under the laws of 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 FORTY-FOUR THOUSAND SEVEN HUNDRED AND Dollars (\$ 44,700.00), with interest from date at the rate of per centum (8 %) 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 n Birming ham. Alabama , or at such other place as the holder of the note n designate in writing delivered or mailed to the Mortgagor, in monthly installments of THREE HUNDRED TWENTY-EIGHT AND 10/100------Dollars (\$ 328.10), commencing on the first day tof , 19 76, 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 , 2006. payable on the first day of November

Now, Know All Men, that Mortgagor, in consideration of the aforesaid debt and for better securing the (A) 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, or lot of land located on the western side of Edwards Hill Road in the County of Greenville, State of South Carolina, shown and designated as Lot No. 1, on a plat of Edwards Forest Subdivision, Section III, dated April 1965, by Dalton & Neves Engineers, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book BBB, at Page 49 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Edwards Mill Road, at the joint front corner of Lots No. 1 and 2 running thence along Edwards Mill Road S. 43-15 East 63.9 feet to an iron pin; thence S. 61-06 E. 38.3 feet to an iron pin; thence N. 37-38 E. 167 feet to an iron pin; thence along the line of Lot No. 3 N. 49-09 W. 100.16 feet to a point; thence along the line of Lot No. 2 S. 37-38 W. 168.4 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 Servicements 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.

OVER Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appearaining; 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;

TO

 ∞

0