GREENVILLE CO. S. C

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VA Form 15-6313 (Home Loan) Revised September 1975. Use Optional. Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortrage CHRIS STANKERSLEY

SOUTH CAROLINA

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

payable on the first day of February 2007

WHEREAS: WE, LOUIS C. ASHE AND BETTY SUE ASHE

Greenville, South Carolina of , hereinafter called the Mortgagor, is indebted to COLLATERAL INVESTMENT COMPANY

interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and

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, together with all buildings and improvements thereon, situate, lying and being on the eastern side of Butler Springs Road, in Greenville County, South Carolina, being known and designated as Lot No. 5 on a plat of HERITACE HILLS made by Piedmont Engineers & Architects, dated May 26, 1964, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book YY, page 187, and having according to a more recent survey thereof, entitled Property of Louis C. Ashe and Betty Sue Ashe made by Freeland & Associates, dated January 27, 1977, recorded in Plat Book 6A, page 19, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Butler Springs Road at the joint front corner of Lots Nos. 5 and 6, and running thence with the common line of said lots, S. 76-20 E., 59.09 feet to an iron pin; thence S. 13-26 W., 100.0 feet to an iron pin at the joint rear corner of Lots Nos. 4 and 5; thence along the common line of said lots, N. 76-17 W., 159.21 feet to an iron pin on the eastern side of Butler Springs Road; thence along the eastern side of Butler Springs Road, N. 13-30 E., 99.85 feet to an iron pin, the point of BEGINNING.

ALSO: Range and/or countertop unit, wall-to-wall carpeting and 3 window airconditioning units located in the residence situated on the above described property.

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 (continued pg. 2) 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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