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GREENVILLE CO. S. C.

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SOUTH CAROLINA

VA Form 26-6328 (Home Loan)
Revised August 1963. Use Optional,
Section 1410, Title 38 U.S.C. Acceptable
to Federal National Mortgage
Association.

DONNIE S. TANKERSLEY

MORTGAGEES ADDRESS:

MORTGAGE

2233 Fourth Avenue, North
Birmingham, Alabama

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

WHEREAS: CARY DAVIS TUCKER, JR. and AUDREY G. TUCKER

Rt 1, Marietta, South Carolina, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

, a corporation
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 incor-
porated herein by reference, in the principal sum of Thirty Five Thousand and 00/100
Dollars (\$ 35,000.00), with interest from date at the rate of
eight per centum (8 %) 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 Fifty
Six and 90/100 Dollars (\$ 256.90), commencing on the first day of
March, 1977, 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 February, 2007.

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, near the Town of Marietta
State of South Carolina;

being shown as a 6.97 acre tract on a revised plat of Property of Gladys
Breedlove dated February 27, 1971 recorded in Deed Book 915 at page 198
and being more specifically described as containing 6.57 acres in accord-
ance with a Plat of Property of Cary Davis Tucker, Jr. & Audrey G. Tucker
prepared by W.R. Williams, Jr., Surveyor, dated February 10, 1977 and re-
corded in the R.M.C. Office for Greenville County in Plat Book 5-Y at page
45, and reference is hereby made to such later plat for a more specific
description of the subject property. Said property fronts on southerly
side of Tilley Road (formerly called Beattie Road) a total distance of
563 feet.

ALSO included under the lien hereof are all storage buildings on the subject property,
all-to-wall carpeting and kitchen range unit.

THIS is the identical property conveyed to the Mortgagors by deed of Patricia B. Styles
to be recorded herewith.

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 restric-
tion 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 (OVER)

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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