SOUTH CAROLINA

VA Form 26.48338 (Home Loan)
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Section 150, 10th 25 th 50th 5 cpts
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## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS: Charles Edgar Bingham

Greenville, South Carolina

, hereinsiter 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 berewith, the terms of which are incorpersted herein by reference, in the principal's nm of Twenty-Three Thousand Five Hundred and no/100----- Dollars (\$ 23,500.00 ), with interest from date at the rate of eight & one-half percentum (8-1/2%) per annum until paid, sai principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North , or at such other place as the helder of the note may Birmingham, Alabama designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred Eighty September , 1975, and continuing on the first day of such month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not seener paid, shall be due and payable on the first day of August ,2005.

Now, Know All Man, that Mertrager, in consideration of the aforestid delt and for better securing the payment thereof to the Mertrager, and also in cool bration of the further sum of Three Dellars (\$3) to the Mertgager in hand well and truly paid by the Mertgager at and before the scaling and delivery of these presents, the receipt whereof is hardly acknowledged, has granted hurgained, sold, assign of needs and by these presents does grant, hargain, sell, assign, and release unto the Mertgager, its successors and assigns, the following-described property situated in the country of Greenville

State of South Carolina;

All that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the northeastern side of Churchill Circle in Greenville County, South Carolina, being shown and designated as lot no. 2 on a plat of Property of Clyde Dorr made by J. C. Hill, Surveyor, dated February 17, 1959, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book SS, Page 107, reference to said plat is hereby craved for the metes and bounds thereof.

ALSO: All carpet installed in 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 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 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.

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, as impossible thereof operated, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default becomiser); all fixtures now or hereafter attached to or used in connection with the provides 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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