

Collateral Investment Company  
2233 Fourth Avenue North  
Birmingham, Alabama 35203

FILED  
GREENVILLE CO. S. C.

BOOK 1376 PAGE 170

VA Form 26-4338 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1510, Title 38, U.S.C. Accept-  
able to Federal National Mortgage  
Association.

JAMES S. JANKERLEY  
R.H.C.

SOUTH CAROLINA

# MORTGAGE

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

WHEREAS: Deborah Gross Scarberry and Melvin R. Scarberry

of  
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-one Thousand, Nine Hundred  
Fifty & No/100----- Dollars (\$ 31,950.00), 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 Forty-  
Five & 70/100----- Dollars (\$ 245.70 ), commencing on the first day of  
October, 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  
payable on the first day of September, 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  
Greenville County, South Carolina, shown and designated as Lot No.  
6 Par Drive, Club View Heights Subdivision, plat of which is recorded  
in the R.M.C. Office for Greenville County in Plat Book GG at Page  
145, reference to said plat being hereby craved for a more particular  
description.

Being the same property conveyed to Mortgagor by deed of Warren R.  
Neely and Jeannie V. Neely dated August 24, 1976 and recorded in the  
R.M.C. Office for Greenville County, S.C. in Deed Book 1041, Page 756.

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 Service-  
men's Readjustment act within 90 days from the date hereof (written  
statement of any officer or authorized agent of the Veterans Adminis-  
tration declining to guarantee or insure said note and/or this mortgage  
being deemed conclusive proof of such ineligibility), the present  
holder thereof may, at 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, 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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