VA Form 26—6338 (Home Loan)
Revised September 1975. Use Optional.
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

1422

SOUTH CAROLINA

MORTGAGE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

WHEREAS: Don Howard Gaze and Debora S. Gaze

of Greenville County, 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 incorporated herein by reference, in the principal sum of Twenty-nine Thousand and No/100 ---------- Dollars ($ 29,000.00), with interest from date at the rate of eight & one-half per centum (8.50%) 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 Twenty-three and 01/100 ----- Dollars ($ 223.01), commencing on the first day of March, 1978, 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 , .

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; being shown and designated as Lot Number 48 on plat of "Thornwood Acres" recorded in Plat Book MM at Page 59 of the RMC Office for Greenville County; said lot fronting on Brushy Creek Road.

This is the same property conveyed to the Mortgagors by deed of Pleasantburg Properties, Inc. dated January 31, 1978 and recorded of even date 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 ameneded, he will not execute or file for record any instrument which imposes a restrictions 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 mortgage covenants and agrees that should this mortgage or the note secured hereby note be eligible for guaranty or insurance under Serviceman'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 hold 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, 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;

This mortgage specifically includes the carpet located in the house situte on the above described property.

OCT 2 FEB 01 78 1431

4328 RV.2