SOUTH CAROLINA

VA Form 14—6328 (Home Loan) Revised August 1963, Use Options), Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

STATE OF SOUTH CAROLINA,

COUNTY OF

GREENVILLE

WHEREAS:

JAMES RICHARD HUGHES and SOPHIA D. HUGHES

Greenville, South Carolina

, hereinsiter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY , a corporation organized and existing under the laws of , hereinafter the State of Alabama 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-One Thousand Five Hundred and No/100 Dollars (\$ 21,500.00), with interest from date at the rate of eight and one-half percentum (8½ %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company , or at such other place as the holder of the note may Birmingham, Alabama designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred Sixty-Five and 34/100 Dollars (\$ 165.34), commencing on the first day of , 19 75, 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 June , 2005.

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 scaling 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 in Butler Township of Greenville County, State of South Carolina, located about 2½ miles from Brushy Creek Baptist Church and lying between two county roads and near the intersection of same, being a portion of tract of land shown on a plat of property recorded in Plat Book "NN" at Page 19 in the RMC Office for Greenville County, and having the following courses and distances, to-wit:

BEGINNING at a point in the center of county road, the southwestern corner of the lot conveyed herein (iron pin on east bank of lot at 19.7 feet) and runs thence S 82-47 E 234.1 feet to a point in the other county road (iron pin on western bank thereof at 25.6 feet); thence with said county road N 32-29 E 111 feet to a point on the eastern edge of road (iron pin on western bank thereof at 36.9 feet); thence N 57-20 W 333.6 feet to a point in the center of other county road (iron pin on east bank thereof at 25.3 feet); thence along the center of road S 2-40 W 244.6 feet to the beginning, containing 1.08 acres, more or less.

ALSO: The wall to wall carpeting in livingroom and two bedrooms is considered attached to the floor and specifically included as part of this mortgage.

The mortgagors covenant and agree 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, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupance 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 mortgagors covenant and agree 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, 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;

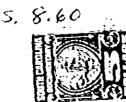












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