

MORTGAGE

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

WHEREAS: WE, RONALD CLYDE LESLEY and DEBBIE ELLIOTT LESLEY

Greenville, 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 THIRTY THREE THOUSAND and No/100----- Dollars (\$ 33,000.00), with interest from date at the rate of Eight & one-half per centum (8.5 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue North in Birmingham, Alabama 35203, 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 and FIFTY THREE and 77/100----- Dollars (\$ 253.77), commencing on the first day of January, 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 December, 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

State of South Carolina; being shown as Lot No. 133 on plat of BEREA FOREST, Section II, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N, at Pages 76 and 77, and having, according to said plat, the following courses and distances, to-wit: BEGINNING at an iron pin on Wilma Drive, joint front corner of Lots Nos. 132 and 133; thence with the common line of said lots, S. 77-33 W. 130 feet to an iron pin; thence with the line of Lot No. 134, N. 12-27 W. 100.9 feet to an iron pin on Berea Forest Circle; thence with Berea Forest Circle, N. 77-58 E. 105.0 feet to an iron pin at the intersection of Berea Forest Circle and Wilma Drive; thence with said intersection, S. 57-14 E. 35.5 feet to an iron pin on Wilma Drive; thence with said Drive, S. 12-27 E. 75 feet to the point of beginning. Also included as security herein are the carpeting and disposal which are fixtures on the aforementioned property.

This being the identical property conveyed to the mortgagors herein by deed of Wilmon L. Ross and Cynthia W. Ross, dated November 28, 1977, to be recorded simultaneously herewith.

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 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 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 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;