VA Form 26-4315 (Hime Lean) Recised September 1978. Use Optional, Second 1911, I to 38 (1886), von planet, when the Februar National Microscope

## **MORTGAGE**

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

payable on the first day of January

WHEREAS:

Marshall Oscar Raines and Elizabeth I. Raines

of

Greenville County, S. C. , hereinafter called the Mortgagor, is indebted to

Collateral Investment Company

, a corporation , hereinafter organized and existing under the laws 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-four Thousand Five Hundred and 00/100 ----- Dollars (\$ 24,500.00 ), with interest from date at the rate of per centum (8 1/2%) per annum until paid, said principal and interest being payable eight & one-half Collateral Investment Company at the office of , 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 Eighty-Eight and 41/100 ----- Dollars (\$ 188.41 ----), commencing on the first day of , 1978, and continuing on the first day of each month thereafter until the principal and

Now, Know All Men, that Mortgagor, in consideration of the aloresaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dellars (\$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:

interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and

, 2008

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville on the eastern side of Memorial Drive Extension and being known and designated as a portion of Lot 11 on a plat of L. W. Jones Estate recorded in the RMC Office for Greenville County in Plat Book I. Page 363 and also being known as Property of Dewey J. Jennings, Jr., Lot 11-B, as shown on plat recorded in the RMC Office for Greenville County in Plat Book 4-D, Page 159, and having, according to said latter plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the eastern side of Memorial Drive Extension, joint front corner of Lots 11A and 11B and running thence N. 49-08 E. 292.4 feet to an iron pin; thence running along the line of Lot 12 S. 38-37 E. 100 feet to an iron pin, joint rear corner of Lots 10B and 11B; thence with the common line of said lots S. 49-02 W. 295.6 feet to an iron pin on the eastern side of Memorial Drive Extension; thence along said Drive N. 36-23 W. 100 feet to an iron pin, the point of beginning. This is the same property conveyed to the mortgagors herein by deed of Dewey J. Jennings, Jr. dated December 6, 1977 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 3, at Page 4, on Dec. 6, 1977 "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

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; Carpeting.

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