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SOUTH CAROLINA

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

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS: JAMES WYLIE CRENSHAW and WILLETTE A. CRENSHAW

July

Greenville, S. C.

payable on the first day of

, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY, 2100 First Avenue North, Birmingham, Alabama

, 2008-

Now, Know All Men, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagoe, 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 certain piece, parcel or lot of land with the buildings and improvements thereon, being known and designated as Lot No. 55 and a portion of Lot No. 54 Flora Avenue, Map No. 2 Camilla Park Subdivision, as shown on plat prepared by W. J. Riddle dated December, 1943, recorded in the RMC Office for Greenville County, S. C., in Plat Book M, page 85 and also being shown on a more recent plat entitled "Property of James Wylie Crenshaw and Willette A. Crenshaw" prepared by R. B. Bruce, dated July 11, 1978, and having according to more recent plat, metes and bounds as shown thereon. Also included in this mortgage is the carpeting and fence.

This is the identical property conveyed to the mortgagors herein by deed of James T. Tanksley and Annette E. Tanksley to be recorded 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 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 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, bereditaments, 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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STAMP 12.40

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