

GREENVILLE CO. S. C.

JUN 17 4 38 PM '79

RECORDED

1417 100

VA Form 26-4338 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1510, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

BONNIE L. TANKERSLEY  
R.M.C.

S. C.

SOUTH CAROLINA

JUN 17 4 38 PM '79

1417 100

# MORTGAGE

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

WHEREAS: Stephen D. McAuley and Carol D. McAuley

Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to

Collateral Investment Company, a corporation organized and existing under the laws 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-NINE THOUSAND and NO/100----- Dollars (\$ 39,000.00 ), with interest from date at the rate of ten per centum ( 10 % ) 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 Three Hundred Forty-Two and 42/100----- Dollars (\$ 342.42 ), commencing on the first day of July, 19 79, 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, 2009.

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;

All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, on the northern side of Braddock Street, now Any Lane, and being known and designated as Lot No. 202, Colonial Hills, Section 6, as shown on a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book WWW at Pages 12-13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Any Lane at the joint front lot lines of Lots No. 202 and 203; thence N. 78-20 E. 100 feet to a point at the joint front lot lines of Lots No. 201 and 202; thence with said lot lines N. 11-40 W. 150 feet to a point at the rear of said lots; thence S. 78-20 W. 100 feet to a point; thence S. 11-40 E. 150 feet to the point of beginning.

This is the same property conveyed to Mortgagors herein by Deed of Bankers Trust of South Carolina dated May 30, 1979 and recorded in the R.M.C. Office for Greenville County on the 17 day of July, 1979 in Deed Book 1166, Page 579.

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, 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,

(CONTINUED ON REVERSE SIDE HEREOF)

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;

4.0001

STATE OF SOUTH CAROLINA  
RECORDED

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