GREENVILLE CO. S. C.

OLLIE FARNSWORTH R. H. O.

SOUTH CAROLINA

800K 1236 PAGE 351

VA Form 16—4314 (Home Loan) Revised August 1963. Use Optional. Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association,

## MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS: I, Ray D. Lathan,

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· , hereinafter called the Mortgagor, is indebted to

Collateral Investment Company

Greenville County, South Carolina

, 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-four thousand and no/100-----\_\_\_\_\_ Dollars (\$ 34,000.00. ), with interest from date at the rate of per centum ( 7 %) 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 in Birmingham, Alabama designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two hundred twentysix and 44/100----- Dollars (\$ 226.44 ), commencing on the first day of , 19 72 , 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 , 2002 payable on the first day of May

Now, Know All Mrn, 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 Mortgagoe 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 Mortgagoe, its successors and assigns, the following-described property situated in the county of Greenville

State of South Carolina; near the City of Greenville, on the southeast side of Cannon Lane, being shown as Lot 41, Section 2 of Edwards Forest on plat recorded in the R.M.C. Office for Greenville County in Plat Book "RR", at page 20, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Cannon Lane at the joint front corner of Lots 41 and 42 and runs thence along the joint line of Lots 41 and 42, S. 36-57 E. 177.2 feet to an iron pin; thence S. 54-54 W. 100.05 feet to an iron pin; thence along the joint line of Lots 40 and 41 N. 36-57 W. 174 feet to an iron pin on the southeast side of Cannon Lane; thence along Cannon Lane N. 53-03 E. 100 feet to the beginning corner.

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.

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; range or counter top unit.