GREENVILLE CO. S. C.

SEC 5 2 55 PV 17 ELIZADEN I TUBBULL

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SOUTH CAROLINA

VA Form 26—6328 (Home Loan) Revised August 1963, Use Optional, Section 1810, Title 38 U.S.C. Acceptable to Federal National Morigage Association,

MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

Billy Gene Spearman

b

Greenville, South Carolina

, hereinafter called the Mortgagor, is indebted to



Collateral Investment Company
organized and existing under the laws of Alabama
called Mortgageo, 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 Fifteen Thousand and No/100-----

Now, Know All Man, 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 scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, hargined, 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

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina, Greenville Township located on the north side of 20th Street in Judson Mills No. 2 Village and being known and designated as Lot No. 6, of Block "G" as shown on Plat of Judson Mills Village No. 2 made by Dalton & Neves Engineers in March 1939, which plat is recorded in the RMC Office for Greenville, S. C. in Plat Book K, Pages 1 and 2, said lot fronting 60 feet on the north side of 20th Street running back to a depth of 137.2 feet on the east side to a depth of 125.4 feet on the west side and being 61.2 feet across the rear.

"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 Serviceman'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, 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; vent fan and carpet