GREENVILLE CO. S. C.

SEP 5 11 17 AH '73

1289 FAST 741

DONNIE S. TANKERSLEY

R.H.C.

SOUTH CAROLINA

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

McKinzie Lee Cannon

208 Old Augusta Road, Greenville, S.C., hereinaster called the Mortgagor, is indebted to

Collateral Investment Company

, a corporation , bereinafter

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 Sixteen Thousand Nine Hundred Fifty

and No/100---- Dollars (\$ 16,950.00--), with interest from date at the rate of eight and one-half per centum (8 1/2%) per annum until paid, said principal and interest being payable Collateral Investment Company or at such other place as the holder of the note may at the office of

in Birmingham Alabama to the Mortgagor, in monthly installments of One Hundred Thirty designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred Thirty and 35/100----- Dollars (\$ 130.35----), commencing on the first day of October , 1973 , 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 , 2003. payable on the first day of September

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 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 Greenville property situated in the county of

State of South Carolina; ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown as "Property of McKinzie Lee Cannon" on plat recorded in the RMC Office for Greenville County, S.C., in Plat Book 5C, at Page 44, and being all of Lot No. 209 and the major portion of Lot No. 208 as shown on plat of Augusta Road Ranches recorded in Plat Book M, at Page 47, in the RMC Office for Greenville County, S.C., and being the major portion of Lot No. 13 and a substantial portion of Lot No. 17 as shown on an earlier plat of Augusta Road Ranches recorded in Plat Book L, at Page 53, in the RMC Office for Greenville County, S. C. ALSO, IT IS UNDERSTOOD AND AGREED that all wall-to-wall carpet installed in the house situate on the property is also subject to the lien of this mortgage.

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

m.1c 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, as its option, declare all notes secured hereby immediately due and payble.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise apper aining; 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 bereunder); 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;