SOUTH CAROLINA

VA Form 26—6338 (Home Loan) Revised August 1963. Use Optional, Section 1810, Title 33 U.S.C. Acceptable to Federal National Mortgage Association.

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

WHEREAS:

A STATE OF THE PARTY OF

WILLIAM RANDOLPH BROWN, JR. and DONNA B. BROWN

Greenville County, South Carolina

, hereinaster called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY, 2233 Fourth Avenue, North, , a corporation Birmingham, Alabama 35203 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 Twenty Five Thousand and no/100 -----Dollars (\$ 25.000.00 ), with interest from date at the rate of per centum ( $8\frac{1}{2}$  %) per annum until paid, said principal and interest being payable Eight & one-half at the office of Collateral Investment Company Birmingham, Alahama , 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 One Hundred Ninety Two and 25/100 Dollars (\$ 192.25 ), commencing on the first day of

November, 1976, 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 October, 2006.

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 piece, parcel or lot of land situate, lying and being in Paris Mountain Township in Greenville County, South Carolina, on the southern side of Long Forest Drive and being the western one-half of Lot No. 38 shown on a plat of the property of Nabors and Bridges recorded in the RMC Office for Greenville County, in Plat Book O, at Page 195, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Long Forest Drive which iron pin is 1,094.55 feet from the intersection of Long Forest Drive and Old Buncombe Road and in the center of the front line of Lot No. 38; running thence through Lot No. 38, S 0-15 W 290.1 feet to a point in the center of the rear line of Lot No. 38; running thence with the rear line of Lot No. 38, S 67-43 W 81.4 feet to an iron pin in the center of the city right-of-way; running thence with the center of said right-of-way N 1-07 W 320.5 feet to an iron pin on the southern side of Long Forest Drive; running thence with the said side of Long Forest Drive S 89-45 E 83.47 feet to an iron pin, the point of beginning, and being the same property acquired from Wm.Goldsmith Co. by deed of even date.

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

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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;





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