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SOUTH CAROLINA

VA Form 26—6333 (Home Loan) Revised August 1933, Use Getteral, Section 1839, Title 38 U.S.C. Acceptable to Federal National Mortgage

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

PATRICK J. RICE and JANET L. RICE
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Mauldin, South Carolina

, hereinaster called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

, a corporation , hereinafter organized and existing under the laws of Alabana 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 Eight Thousand Nine Hundred and NO/100ths Eight & one/half per centum (8 1/2%) per annum until paid, said principal and interest being payable Collateral Investment Company at the office of , or at such other place as the holder of the note may Birmingham, Alabama in designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two Hundred Twenty-Two and 24/100ths . . . . . . . . . . . . . . . . Dollars (\$ 222.24 . . . ), commencing on the first day of , 1977, 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 ,2007 . payable on the first day of July

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, together with all buildings and improvements specifically including disposal and storm windows, situate, lying and being in Green-ville County on the western side of Woodridge Circle and being shown and designated as Lot No. 86 on a plat of Windsor Park made by R. K. Campbell, Surveyor, dated March 29, 1960 and recorded in the R.M.C. Office for Greenville County in Plat Book RR at Page 25 and being more particularly described as follows:

BEGINNING at an iron pin at the joint corner of Lots 85 and 86 on Woodridge Circle; thence S. 65-40 W. 176 feet to an iron pin; thence N. 13-05 W. 150 feet to an iron pin; thence N. 76-18 E. 148.3 feet to an iron pin; thence along Woodridge Circle S. 23-21 E. 78.8 feet to an iron pin; thence S. 28-08 E. 41.2 feet to the point of beginning.

DERIVATION: This being that property conveyed to Mortgagor by deed of William J. Long, III dated July 22, 1977 and recorded concurrently herewith.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are quaranteed 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 mortgages 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 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;

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.

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