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GREENVILLE CO. S. O

300x 1414 PACE 552

CHARLET THE MERSLE Greenville,

SOUTH CAROLINA

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

VA Form 26—5338 (Home Loan) Revised September 1975. Use Optional. Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage

WHEREAS:

Michael Barton Richards and Janice J. Richards

Greenville

on, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

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, Nine Hundred and NO/100------Dollars (\$ 25,900.00), with interest from date at the rate of Eight & One-half per centum (8½%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company in Birmingham, Alabama 35203, or at such other place as the holder of the note may

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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the North side of Palamon Street, and being known and designated as Lot No. 11, as shown on plat entitled "Canterbury Subdivision, Section II", prepared by Heaner Engineering Co., Inc. dated July 17, 1972, and subsequently revised through March 31, 1976, which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book 5-P at Page 31, and said plat being referred to a more complete decription thereof.

"The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed unter the provisions of the Serviceman's Readjustment Act of 1944, as amended, he will not execute or file for record any instrucment 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 Servicemen's Readjustment Act within 90days 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 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 correction 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; carpet, Range and diswasher:

4328 RV-21

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