SOUTH CAROLINA

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

ALLAN L. SHACKELFORD and CYNTHIA S. SHACKELFORD

Greenville County, South Carolina

, hereinafter called the Mortgagor, is indebted to

## COLLATERAL INVESTMENT COMPANY

, a corporation the State of Alabama , hereinafter organized and existing under the laws of called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incor-Fifty Six Thousand and no/100 ----porated berein by reference, in the principal sum of ----- Dollars (\$ 56, 000, 00 ), with interest from date at the rate of Eight & one-half per centum (8.5%) per annum until paid, said principal and interest being payable Collateral Investment Company, 2233 Fourth Avenue North at the office of , or at such other place as the holder of the note may in Birmingham, Alabama designate in writing delivered or mailed to the Mortgagor, in monthly installments of Four Hundred Thirty and 64/100 ----- Dollars (\$ 430.64 ), commencing on the first day of , 1978, 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 ,2008. payable on the first day of January

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, largained, 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; on the southeastern side of Gatewaye Drive, and being shown and designated as Lot No. 59 on plat entitled MERRIFIELD PARK, Section II, prepared by Piedmont Engineers and Architects, dated February 18, 1969, recorded in the RMC Office for Greenville County in Plat Book WWW, at Page 51. Said lot fronts 125 feet on the southeastern side of Gatewaye; runs back in parallel lines to a depth of 165.0 feet and is 125 feet across the rear. Said plat is hereby craved for a complete description thereof.

The mortgagors covenant and agree that so long as this mortgage and the 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 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 payable.

This is the same property conveyed to Mortgagors herein by deed from Robert H. and Nancy H. Stephens recorded herewith.

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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