X

VA Form 16—6338 (Home Loan) Revised September 1975. Use Optional. Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association

GREENVILLE CO.S.C.

SOUTH CAROLINA

VOL 1467 PAGE 71 /

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

Rutur Robert Walsh

Greenville County, South Carolina

, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

, a corporation organized and existing under the laws of the State of Alabama,)\\ , hereinafter called Mortgages, as evidenced by a certain promissory note of even date berewith, the terms of which are incorporated herein by reference, in the principal sum of Fifteen Thousand Five Hundred and No/100 ----- Dollars (\$ 15,500.00), with interest from date at the rate of ten ----- per centum (10 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company Birmingham, Alabama , 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 Thirty-Dollars (\$ 136.09), commencing on the first day of , 1979, 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 April , 2009

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, Chick Springs Township, State of South Carolina;

about three miles north of the Town of Taylors, on the north side of Rutherford Road, containing one acre, more or less, and being bounded on the north and west by lands now or formerly of Wm. H. Briadwell, on the east by lands now or formerly of the J.J. Johnson Estate and on the south by Rutherford Road and lands now or formerly of Gilliard, and having the following metes and bounds and according to plat recorded in Plat Book 7-E at Page 20 of the RMC Office, to-wit:

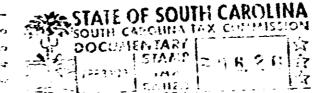
BEGINNING on a nail and stopper in the northern edge of the surfacing of the said road, joint corner of the J.J. Johnson Estate lands and lands of Gilliard, and runs thence, N 20-00 W 266.3 feet to a stake on the Johnson line; thence a new line, S 38-05 W 226.3 feet to a stake near a pine tree; thence, S 33-10 E 171.45 feet to a stake on the southern bank of the said road; thence with the road, N 62-27 E 154.35 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of William P. Saunders and Joyce Lee Dill Saunders dated April 27, 1979 and recorded on even date herewith.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under theprovisions of the Servicemen's Readjustment Act of 1944, as amended, he will not execute or file for record any instrument which imposes a restrictions 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 CONTINUED NEXT PAGE 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 is rerecorded to correct that the mortgagee is a corporation under the laws of the State of Alabama.



Ğ ্যা 79

<u>1</u>5
