

FILED
GREENVILLE CO. S. C.

BOOK 1193 PAGE 319

JUN 3 9 46 AM '71

SOUTH CAROLINA

VA Form 26-4218 (Home Loan)
Revised August 1963. Use Optional
Section 1810, Title 38 U.S.C. Accept-
able to Federal National Mortgage
Association.

OLLIE FARNSWORTH
R.M.C.
MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE }

WHEREAS: JOHNNY STEVEN MURPHY, JR. and EDITH D. MURPHY

Greenville County, South Carolina, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY.

organized and existing under the laws of the State of Alabama, a corporation 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 Fifteen Thousand Nine Hundred Fifty and No/100----- Dollars (\$15,950.00), with interest from date at the rate of seven & one-half per centum (7 1/2%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North in 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 twenty-eight and 56/100----- Dollars (\$ 128.56), commencing on the first day of March, 19 71, 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 February, 1991.

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 buildings and improvements situate, lying and being on the Eastern side of East Lee Road in Greenville County, South Carolina, being shown and designated as Lot No. 3 on a Plat of OAKWOOD ACRES made by J. Mac Richardson, Surveyor, dated September, 1959, recorded in the RMC Office for Greenville County, S. C., in Plat Book MM, page 135, reference to which is hereby craved for the metes and bounds thereof. The within mortgage and the note which the same secures have been executed and delivered by the mortgagors to the mortgagee to correct that certain mortgage given by Johnny Steven Murphy, Jr. and Edith D. Murphy to Collateral Investment Company dated January 19, 1971 and recorded in the RMC Office for Greenville County, S.C. on January 20, 1971 in Mortgage Book 1178, page 385, reference to which is hereby craved.

The mortgagors covenant and agree 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 mortgagors covenant and agree that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under the 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 (continued below)

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;

any subsequent holder thereof may, as its option, declare all notes secured hereby immediately due and payable.

For multiplication & cancellation at Greenville, S.C. R. E. M. Book 1201 page 141