

VA Form 26-6338 (Home Loan)
Revised September 1975. Use Optional.
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

FILED
GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

2004 1405 PAGE 262

SOUTH CAROLINA

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

WHEREAS: Leland Daniel McFee and Frances B. McFee

of
Simpsonville, South Carolina, hereinafter called the Mortgagor, is indebted to
Collateral Investment Company

SV
a corporation
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-four Thousand Five Hundred and no/100----- Dollars (\$ 24,500.00), 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 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 Eighty-eight and 41/100-----Dollars (\$ 188.41), commencing on the first day of September , 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 payable on the first day of August, 2007 .

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 situate, lying, and being in Austin Township, the Town of Simpsonville, Greenville County, South Carolina, being shown as Lot 246 on Plat of Section III of Westwood Subdivision, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-N at Page 30 and being more particularly described in accordance with a plat prepared by J. L. Montgomery, III, dated July 26, 1977, for Leland D. McFee, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Sellwood Circle, joint front corner of Lots 246 and 245 and running thence S. 88-47 E. 147.9 feet to an iron pin; thence S. 2-12 E. 69.9 feet to an iron pin; thence S. 82-30 W. 155.5 feet to an iron pin on Sellwood Circle, joint front corner of Lots 246 and 247; thence N. 39-20 W. 2.1 feet to an iron pin; thence N. 3-10 E. 91.5 feet to the point of beginning.

The mortgagor covenants and agrees 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 restrictions upon the sale or occupany 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.

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; carpet

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