

2233 Fourth Ave. North
Birmingham, Ala. 35203

GREENVILLE CO. S.C.

1411 620

SOUTH CAROLINA

VA Form 26-6335 (Home Loan)
Revised September 1975. Use Optional.
Section 1510, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

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DONNIE S. TANNERSLEY

MORTGAGE

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

WHEREAS: ROBERT LEE STUTTS, JR. AND NURYS SOSA STUTTS

GREENVILLE, 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 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 FORTY-TWO THOUSAND FIVE HUNDRE D AND NO/100THS----- Dollars (\$42,500.00---), with interest from date at the rate of EIGHT & ONE-HALF per centum (8.50%) per annum until paid, said principal and interest being payable at the office of COLLATERAL INVESTMENT COMPANY 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 THREE HUNDRED TWENTY-SIX AND 83/100THS----- Dollars (\$326.83-----), commencing on the first day of NOVEMBER, 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 OCTOBER, 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 piece, parcel or lot of land in Greenville County, South Carolina, being shown and designated as Lot No. 7 on a plat entitled "J. C. Mangum" by Carolina Engineering & Surveying Company, dated April 20, 1966, and being located on the Southern side of Mangum Drive, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the Southern side of Mangum Drive at the joint front corner of Lot No. 8 and running thence with the joint line of said lots, S. 25-40 E. 163.56 feet to an iron pin; thence S. 64-21 W. 100 feet to an iron pin at the joint rear corner with Lot No. 6; thence with the joint line of said lots N. 25-40 E. 163.56 feet to a point on the Southern side of Mangum Drive; thence with the Southern side of Mangum Drive N. 64-20 E. 100 feet to the point of beginning. ALSO, as part of the security for this loan are as follows: All carpeting in the house and the disposal.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of W. Allen Lynch and Nancy B. Lynch dated September 30, 1977, and thereafter filed on the same date in the RMC Office for Greenville County in Deed Book 1065 at Page 945.

"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 restriction upon the sale of 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."

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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