

FACT COUNTY ATTY'S

Our File No. 9448

VA Form 26-4338 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

Greenville, SOUTH CAROLINA

# MORTGAGE

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

WHEREAS: ROBERT LEE JOHNSON AND  
LYDA E. JOHNSON  
GREENVILLE, SOUTH CAROLINA

of  
, hereinafter called the Mortgagor, is indebted to  
COLLATERAL INVESTMENT COMPANY 2100 1st Avenue North, Birmingham, Alabama 35203

, 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 THIRTY EIGHT THOUSAND, NINE HUNDRED AND  
No/100-----Dollars (\$ 38,900.00 ), with interest from date at the rate of  
Nine and One-half per centum (9½ %) per annum until paid, said principal and interest being payable  
at the office of Collateral Investment Company Post Office Box C-180  
in Birmingham, Alabama 35203 , 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  
Seven and 15/100-----Dollars (\$ 327.15 ), commencing on the first day of  
October 1 , 19 78 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 September 1, 2008:

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 the State of South Carolina, County of Greenville, and being shown as Lot No. 110 Berea Forest, Section II, on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N at pages 76 and 77, reference is hereby made to said plat for a more particular description thereof.

"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 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 the Servicemen's Readjustment Act within 90 Days from the date hereof (written statement of any officer or authorization agent of the Veterans Administration declining to guarantee or insured 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 being the same property conveyed to the Mortgagors by Deed of James F. Cothran of even date to be 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; Range, counter top unit, Dishwasher, wall-to-wall-carpet, and smoke detector.

GCTO --- 1 A:2479 917

7.5001

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX \$ 15.56

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