630x 1266 PAGE 385

SOUTH CAROLINA

## **MORTGAGE**

STATE OF SOUTH CAROLINA, TOURTY OF GREENVILLE

WHEBEAS:

HAROLD L. STEPHENS AND ROSE MARY C. STEPHENS

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

, 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 SIXTEEN THOUSAND AND NO/100 ---------- Dollars (\$ 16,000.00), with interest from date at the rate of per centum ( 7 %) per annum until paid, said principal and interest being payable seven ---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 ONE HUNDRED SIX and 56/100 ----- Dollars (\$ 106.56 ), commencing on the first day of , 1973, 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 January , 2003

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 the State of S.C., County of Greenville, being known and designated as Lot No. 5 on a plat of Gantt Heights, recorded in the RMC Office for Greenville County in Plat Book W at page 143 and being shown on a more recent plat entitled "Property of Harold L. Stephens and Rose Mary C. Stephens" prepared by Carolina Engineering & Surveying Co., dated January 30, 1973 and having according to the more recent survey, the following metes and bounds, to wit: BEGINNING at an iron pin on the southern edge of Linda Avenue at the joint front corner of Lots 4 and 5 (said iron pin being 312 feet in an easterly direction from the intersection of U. S. Highway No. 29 and Linda Avenue), and running thence along the edge of said Avenue, S. 70-30 E., 60 feet to an iron pin; thence S. 23-0 W., 164.1 feet to an iron pin at the joint rear corner of Lots 5 and 6; thence N. 69-12 W., 59.9 feet to an iron pin; thence N. 23-0 E., 162.7 feet to an iron pin on the southern edge of Linda Avenue, being the point of beginning.

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 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 (continued on 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;