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Collateral Investment Company 2233 Fourth Avenue, North Birmingham, Alabama 35203 STATE OF SOUTH CAROLINA,

**MORTGAGE** 

COUNTY OF GREENVILLE

WHEREAS:

Douglas McArthur Galloway and Ingrid H. Galloway ----- of Greenville County, South Carolina ----, hereinafter called the Mortgagor, is indebted to

Collateral Investment Company ----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 berein by reference, in the principal sum of Forty Thousand Nine Hundred Fifty and No/100 ---- Dollars (\$ 40,950.00 ---), with interest from date at the rate of Eight ----- per centum (8--%) 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 and 57/100 -----), commencing on the first day of May ----, 19 77, 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 April ----, 2007. Wing. J. 1.6

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 situate, lying and being on the eastern side of a cul de sac known as Rabon Court, in the City of Simpsonville, County of Greenville, State of South Carolina and known and designated as Lot No. 7 of a subdivision known as Powderhorn, Section I, plat of which is dated July 26, 1973, revised March 1, 1974 prepared by Piedmont Engineers & Architects, recorded in the R.M.C. Office for Greenville County in Plat Book 4X at Page 95 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern side of Rabon Court at the joint front corner of Lots Nos. 6 and 7 and running thence along the joint line of said lots N. 7-00 W., 130 feet to an iron pin at the joint rear corner of Lots 6 and 7; thence along the rear line of Lot 7, S. 69-59 E., 144.85 feet to an iron pin at the joint rear corner of Lots 7 and 8; thence along the joint line of said lots S. 32-00 W., 130 feet to a point on Rabon Court; thence along Rabon Court N. 59-0 W., 60 feet to the point and place of beginning.

ហ Also included in the terms of this mortgage is the following easily removeable item: )

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 Serviceman's Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to quarantee on insure said note and/or applicaments age. Together with all and singular the improvements thereon and the rights, members, left entire and or applications are applications. 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;

being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

This is the same property conveyed to the Mortgagors herein by deed of Jeff R. Richardson, Jr. recorded March 25, 1977 in the R.M.C. Office in Deed Book 1053 at Page - 381

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