

FILED
GREENVILLE CO. S. C.
2 13 75

SOUTH CAROLINA

YA Form 26-6338 (Home Loan)
Revised August 1963. Use Optional
Section 1519, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

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

WHEREAS: MARVIN DAVID WHITWORTH AND ARLENE H. WHITWORTH

Greenville, South Carolina, hereinsafter 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 Twenty-seven Thousand Five Hundred and No/100----- Dollars (\$ 27,500.00), with interest from date at the rate of nine per centum (9 %) 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 Two Hundred Twenty-one and 38/100----- Dollars (\$ 221.38), commencing on the first day of November, 19 75, 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, 2005.

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 Northern side of Fourth Day Street near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as the greater portion of Lot No. 19 as shown on a plat of Canterbury Subdivision, Section II, prepared by Heaner Engineering Co., Inc., dated July 17, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R at page 32 and being also known and designated as Lot No. 19 as shown on a revision of said subdivision plat prepared by Heaner Engineering Co., Inc., revised through August 11, 1975, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-D at page 88 and having, according to the last mentioned plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Fourth Day Street at the joint front corner of Lots Nos. 18 and 19 as revised, and running thence with the line of Lot No. 18 N. 7-37-17 W. 136.49 feet to an iron pin in the rear line of Lot No. 7; thence with the rear lines of Lots Nos. 6 and 7 S. 76-23 W. 85 feet to an iron pin at the joint rear corner of Lots Nos. 19 and 20; thence with the line of Lot No. 20 S. 11-46-35 E. 126.15 feet to an iron pin on the Northern side of Fourth Day Street; thence with the curve of the Northern side of Fourth Day Street, the chord of which is N. 83-43-24 E. 76.21 feet to 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, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged premises 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;

*This mortgage also covers the wall-to-wall carpeting situate in the above described premises.

1350

4328 PV.21