

MORTGAGE

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

WHEREAS: STEPHEN RICHARD MIZE AND ANN C. MIZE

GREENVILLE COUNTY, SOUTH CAROLINA, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY, 2233 Fourth Ave., North, Birmingham, Alabama, 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 SIX THOUSAND FIVE HUNDRED AND NO/100

Dollars (\$ 26,500.00), 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 ONE HUNDRED NINETY

FOUR AND 51/100 ----- Dollars (\$ 194.51), commencing on the first day of July, 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 June, 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 certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, with buildings and improvements thereon, situate on the west side of Chuckwood Drive, in the Town of Simpsonville, Austin Township, being shown as Lot No. 542, Section V, Sheet 2, on Plat of Westwood Subdivision, made by Piedmont Engineers and Architects, Nov. 28, 1972, recorded in the RMC Office for Greenville County in Plat Book 4X at page 63 and also shown on a more recent plat entitled "Property of Stephen Richard Mize and Ann C. Mize" prepared by Freeland and Associates, dated May 16, 1977, and having, according to the more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the west side of Chuckwood Drive at the joint front corner of Lots No. 543 and 542, and runs thence along the line of Lot No. 543, S. 62-30 W., 150 feet to an iron pin; thence along the line of Lot No. 545, N. 64-48 W., 108.2 feet to an iron pin; thence along the line of Lot No. 541, N. 62-30 E., 216.6 feet to an iron pin on the west side of Chuckwood Drive; thence along Chuckwood Drive, S. 27-00 E., 86 feet to the beginning corner.

This is the same property conveyed to the mortgagors by Deed of Joseph F. Auth, Jr. and Elizabeth S. Auth, recorded in the RMC Office for Greenville County on May 31, 1977 in Deed Book 1057 at page 586.

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 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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