

2233 Fourth Avenue, North
Birmingham, Alabama 35203

FILED
GREENVILLE CO. S. C.

140: 782

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SOUTH CAROLINA

VA Form 26-6335 (Home Loan)
Revised September 1975. Use Optional.
Section 146, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

RILEY & BILEY
R.M.C.

MORTGAGE

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

WHEREAS: JOHN CALVIN WHITESIDES, JR. and PATRICIA I. WHITESIDES

Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to
Collateral Investment Company

, a corporation organized and existing under the laws of the state 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 Thirty-seven Thousand, Two Hundred, Fifty and No/100-----Dollars (\$37,250.00), with interest from date at the rate of Eight & One-half per centum (8-1/2 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North 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, Eighty-six and 45/100-----Dollars (\$ 286.45), commencing on the first day of August, 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 July, 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 piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, shown and designated as Lot 28, Mountainbrooke Subdivision, plat of which is recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R at Page 47, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Candlewyck Lane at the joint front corner of Lots Nos. 28 and 29 and running thence with the joint line of said Lots, N. 45-35-40 E. 111.69 feet; thence S. 75-00 E. 50 feet to an iron pin; thence S. 2-26 W. 245 feet to an iron pin on Candlewyck Lane; thence along Candlewyck Lane, a radiu of 175.54, 85.79 feet to a point; thence along the curve of Candlewyck Lane, the chord of which is N. 27-30 W. 100.22 feet to a point; thence along the curve of Candlewyck Lane, a radius of 519.54, 31.01 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Employee Transfer Corporation, of even date, to be recorded herewith.

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

(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; Range, dishwasher, carpeting and disposal.

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