

UNRECORDED

3051433 PAGE 201

VA Form 26-4338 (Home Loan)
Revised September 1975. Use Optional.
Section 1930, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

SOUTH CAROLINA

MORTGAGE.

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

WHEREAS: CARROLL A. BYRD AND MARGARET L. BYRD

Simpsonville, 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 Twenty-seven Thousand Four Hundred Fifty and No/100----- Dollars (\$ 27,450.00), with interest from date at the rate of Nine and one-half per centum (9 1/2%) 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 Thirty and 85/100 ----- Dollars (\$230.85), commencing on the first day of February, 1979, 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, 2009.

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 town of Simpsonville, County of Greenville, State of South Carolina, on the easterly side of Abbotsford Drive, being shown and designated as Lot No. 24 on plat of Section 1, Bellingham, recorded in the RMC Office for Greenville County, South Carolina in plat book "4N" at page 22, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Abbotsford Drive, joint front corner of Lots Nos. 23 and 24, and running thence with the joint lines of said lots, S. 82-48E. 150 feet to an iron pin; turning thence S. 7-12 W. 80 feet to an iron pin, joint rear corner of Lots Nos. 24 and 25; running thence with the joint lines of said lots N. 82-48 W. 150 feet to an iron pin on the easterly side of Abbotsford Drive; running thence with the easterly side of Abbotsford Drive, N. 7-12 E. 80 feet to an iron pin the point of beginning.

This is that property conveyed to Mortgagor by deed of Ricky A. Friar and Janice C. Friar dated and filed concurrently herewith. This mortgage specifically covers the wall to wall carpeting, metal storage building & fence.

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 Servicemen's Readjustment Act within 90 days

DESCRIPTION CONTINUED ON REVERSE SIDE

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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STATE OF SOUTH CAROLINA
TAX
FEB 11 1979