

MORTGAGE

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

WHEREAS: PHILLIP L. DYER AND MARLYN M. DYER

Greenville County, South Carolina, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

, a corporation

organized and existing under the laws of the United States 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 FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100THS-----** Dollars \$ **24,950.00** with interest from date at the rate of **eight and 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 35203** or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagee. Monthly payments of **One Hundred Ninety one and 87/100ths-----** Dollars \$ **191.87** shall be made on the first day of **September, 1975**, and each day 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 so paid shall be due and payable on the first day of **August, 2005**.

Now Know All Men that Mortgagee, in consideration of the sum of dollars and for better securing the payment of said Mortgage and the interest thereon, has advanced to the Mortgagor in full the sum of Dollars \$ to the Mortgagor in full and is hereby paid by the Mortgagor and is hereby acknowledged by the Mortgagor that the receipt whereof is hereby acknowledged has granted, done, sold, conveyed, released and assigned by these presents does grant, convey, sell, release 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 situate, lying and being in the Town of Simpsonville, being known and designated as Lot No. 252 of Section No. 3 of WESTWOOD Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 4N at page 30 and to a more recent plat entitled "Property of Phillip L. Dyer & Marlyn M. Dyer", dated July 18, 1975, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Sellwood Circle at the joint frontcorner of Lots Nos. 251 and 252 and running thence with the line of said lots N. 62-22 E. 135.8 feet to an iron pin; thence S. 80-08 E. 25.9 feet to an iron pin in the joint rear corner of Lots Nos. 252 and 253; thence with the line of Lot No. 253 S. 10-51 W. 181.5 feet to an iron pin on Sellwood Circle; thence continuing with Sellwood Circle S. 69-27 W. 18.4 feet to an iron pin; thence continuing with said circle N. 68-46 W. 37.2 feet to an iron pin; thence continuing along said circle N. 27-0 W. 129.8 feet to the point of beginning.

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.

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; **Wall to wall carpeting.**

The mortgagor covenants and agrees that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under the Servicemen's Readjustment Act within 90 days from the date hereof (written

RESERVED

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