

MAR 20 2 38 PM '78

SOUTH CAROLINA

VA Form 26-6335 (Home Loan)
Revised September 1975. Use Optional
Section 1813, Title 38 U.S.C. Accept-
able to Federal National Mortgage
Association.

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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

WHEREAS: BILLY LAWRENCE KING AND DIANA S. KING

GREENVILLE COUNTY, 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 TWENTY SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100----- Dollars (\$ 26,750.00), with interest from date at the rate of EIGHT & 3/4 per centum (8 3/4%) 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 TEN AND 52/100----- Dollars (\$210.52), commencing on the first day of MAY-----, 1978, 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 APRIL, 2008

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, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 34 on plat of Chestnut Hills recorded in the RMC Office for Greenville County in Plat Book GG, Page 35, and a more recent plat of Billy Lawrence King and Diana S. King prepared by Richard Wooten Land Surveying Company recorded in the RMC Office for Greenville County in Plat Book (GA), Page 31, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Farmington Road at the joint front corner of Lots 35 and 34 and running thence with the common line of said Lots N. 28-13 E., 147.1 feet to an iron pin, joint rear corner of Lots 34 and 36; running thence along the rear of Lot 34 S. 60-12 E., 70.0 feet to an iron pin, joint rear corner of Lots 33 and 34; running thence with the common line of said Lots S. 28-13 W., 145.2 feet to an iron pin on Farmington Road; running thence with said Road N. 61-47 W., 70.0 feet to an iron pin, being the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Tommy D. and Mary Sue Robinson to be recorded of even date herewith.

NOTE**

The carpet, a 7 x 10 utility building and the fenced yard are hereby also security along with the above description.

"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, (SEE ATTACHED)

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;

GC10 -----2 MAR 20 78 1539

2.5 OCT

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT
GREENVILLE COUNTY, SOUTH CAROLINA
MAY 10 1978
TAX 10.72

4328 RV-23

0423