

✓

FILED
GREENVILLE CO. S.C.
JUL 21 3 39 PM '76
DONNIE S. TANKERSLEY
R.M.C.

SOUTH CAROLINA

VA Form 26-4335 (Home Loan)
Revised September 1975. Use Optional.
Section 1519, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

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

WHEREAS:

FRANK CORNELIUS MARTIN, III and KAYE P. MARTIN

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-one Thousand and No/100----- Dollars (\$ 31,000.00), with interest from date at the rate of Eight & One-half per centum (8½ %) 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, Thirty-eight and 39/100-----Dollars (\$ 238.39), commencing on the first day of September, 19 76, 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 August, 2006.

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 at the northeastern corner of the intersection of Fourth Day Street and Sheffield Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 63 as shown on a plat of Canterbury Subdivision, Section I, prepared by Heaner Engineering Co., Inc., dated March 22, 1972 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-N at Page 69, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Fourth Day Street at the joint front corner of Lots Nos. 62 and 63 and running thence with the line of Lot No. 62, N. 00-19-28 W. 132.10 feet to an iron pin; thence N. 81-37-00 W. 92.43 feet to an iron pin on the eastern side of Sheffield Drive; thence with the eastern side of Sheffield Drive, S. 08-23-00 W. 115 feet to an iron pin; thence with the intersection of Fourth Day Street and Sheffield Drive, S. 36-37 E. 35.36 feet to an iron pin on the northern side of Fourth Day Street; thence with the curve of the northern side of Fourth Day Street, the chord of which is S. 88-17-44 E. 80.98 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,

(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, Wall-to-wall carpet

0.33

4328 RV-2J