

GREENVILLE COUNTY

1991 140

VA Form 26-4333 (Home Loan)
Revised August 1983. Use Optional,
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage
Association.

11371111
DOWN PAYMENT
R.M.C.

SOUTH CAROLINA

MORTGAGE

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

WHEREAS:

FRED LYDA and BETTY LOU LYDA

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 TWENTY EIGHT THOUSAND NINE HUNDRED AND NO/100THS----- Dollars (\$ 28,900.00), with interest from date at the rate of EIGHT per centum (8 %) 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 TWELVE AND 13/100THS----- Dollars (\$ 212.13), commencing on the first day of MAY 1, 1977, 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 1, 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 certain piece, parcel or lot of land, with all improvements thereon or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northeastern side of Theodore Drive, being shown and designated as Lot No. 11 on a plat entitled "CAROLINA HEIGHTS" made by Dalton & Neves, Eng., dated August 1964, and recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book BBB, Page 29.

This is the same property conveyed to the Mortgagors herein by deed of Luther R. Prater and Barbara F. Prater dated February 23, 1977 and recorded herewith.

This mortgage also covers one (1) Sears window air-conditioning unit, Serial No. 1165674100, Model No. 5L11982 and also all that carpeting attached thereto and situate therein.

"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

(Cont. on 2nd 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:

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350M

DOCUMENTARY
STAMP
TAX \$ 11.50

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