

GREENVILLE CO. S. C.

SEP 10 10 24 AM '69

OLLIE FARNSWORTH
R. H. C.

BOOK 1136 PAGE 279

SOUTH CAROLINA

VA Form 28-8118 (Home Loan)
Revised August 1962. Use Optional
Section 401, Title 38 U.S.C. Accept-
able to Federal National Mortgage
Association.

MORTGAGE

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

WHEREAS: JOHN F. BYARS, JR. & RUTH N. BYARS

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

COLLATERAL INVESTMENT COMPANY

of
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 incor-
porated herein by reference, in the principal sum of Seventeen Thousand Two Hundred and
No/100----- Dollars (\$ 17,200.00), with interest from date at the rate of
seven & one-half per centum (7½ %) 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 Mortgagee, in monthly installments of One Hundred Twenty
and 27/100----- Dollars (\$ 120.27), commencing on the first day of
October, 19 69, 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 September, 19 99.

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, together with buildings and im-
provements situate thereon, lying on the Northeastern side of Hollywood
Drive in Greenville County, South Carolina, being shown and designated
as Lot No. 44 on a Plat of VARDRY-VALE, Section 1, made by Campbell &
Clarkson Surveyors, Inc., dated November 15, 1968, recorded in the RMC
Office for Greenville County, S. C., in Plat Book WWW, page 40, reference
to which is hereby craved for the metes and bounds thereof.

The Mortgagors covenant and agree that so long as this mortgage and the said
note secured hereby are guaranteed under the provisions of the Servicemen's
Readjustment Act of 1944, as amended, they 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 Mortgagors covenant and agree that should this mortgage or the note se-
cured hereby not be eligible for guaranty or insurance under the Service-
men's Readjustment Act within 90 days from the date hereof (written statement
of any officer or authorized agent of the Veterans Administration declining
to guarantee or insure said note and/or this mortgage being deemed conclusive
proof of such ineligibility), the present holder of the note secured hereby
or any subsequent holder thereof may, as its option, declare all notes se-
cured hereby immediately due and payable.

ALSO all ranges, countertop units and kitchen equipment located in the
residence situate on the above described property.

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;

This Mortgage Assigned to Northeast Federal Saving and Loan Association
on 24th day of September 1969. Assignment recorded
in Vol 1137 of R. E. Mortgages on Page 634