

3253 South Ave. North
Birmingham, Ala.

FILED
GREENVILLE CO. S.C.
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DORRIS S. THOMPSON
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BOOK 1415 PAGE 464

SOUTH CAROLINA

VA Form 26-6333 (Home Loan)
Revised September 1975. Use Optional.
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

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

WHEREAS: TONY EARL KIRBY AND FRANCES S. KIRBY

Greenville, South Carolina of
, 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 Fifty-Three Thousand Nine Hundred and No/100 -----Dollars (\$ 53,900.00), with interest from date at the rate of eight and 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 Four Hundred Fourteen and 49/100-----Dollars (\$ 414.49), commencing on the first day of December, 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 November, 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 piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, shown and designated as Lot 57, Section One, Pelham Woods Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-F at Page 33 and having, according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the easterly side of Raintree Lane at the joint front corner of Lots 56 and 57 and running thence with the common line of said lots N. 79-22 E. 150.19 feet to an iron pin; thence N. 10-35 W. 95 feet to an iron pin; thence S. 79-22 W. 150.25 feet to an iron pin on the easterly side of Raintree Lane; thence with said Lane S. 10-38 E. 95 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Thomas F. Smith and Pamela F. Smith, recorded in the R.M.C. Office for Greenville County in Deed Book 1068, Page 254, on November 10, 1977.

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.

(See 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;

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