

1442-0000
SOUTH CAROLINA

MORTGAGE

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

WHEREAS: Leroy Daniel Tims and Beverly Lynn Tims

of
Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to
Collateral Investment Company, 2100 1st Avenue North, Birmingham, Alabama

, a corporation
organized and existing under the laws 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 Five Hundred and No/100---
Dollars (\$ 17,500.00), with interest from date at the rate of
nine and one-half per centum (9½ %) per annum until paid, said principal and interest being payable
at the office of Collateral Investment Company, 2100 1st 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 One Hundred Forty-
seven and 18/100--- Dollars (\$ 147.18), commencing on the first day of
October, 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 September, 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 certain piece, parcel or lot of land with the buildings and improvements
thereon, being known and designated as part of Lot 3, part of Lot 4 and part of
Lot 5 Heatherly Drive on plat of Tract Number 8 Judson Mill Property, recorded in
the RMC Office for Greenville County, S. C., in Plat Book E, page 235, also known
as property of H. B. and Fay L. H. Riddle on plat recorded in Plat Book DD, page
115, and being shown on a more recent plat entitled "Property of Leroy Daniel Tims
and Beverly Lynn Tims" prepared by Carolina Surveying Co., recorded in Plat Book
65, page P2, reference to said more recent plat being craved for metes and
bounds thereof. Also included in this mortgage is the wall to wall carpeting.

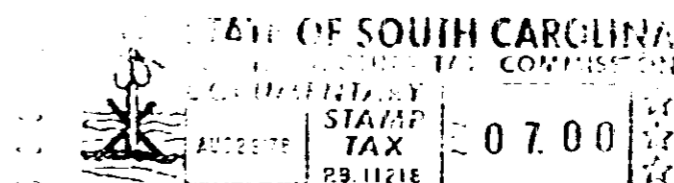
This is the identical property conveyed to the mortgagors herein by deed of Lester W.
Johnson, Jr. to be recorded herewith.

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 Servicemen'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, at its option, declare all
notes secured hereby immediately due and payable.
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;

GCTO -----2 AU28 78 1118

3.50CI



4328 RV-2

0420