

VA Form 26-6335 (Home Loan)
Revised September 1975. Use Optional.
Section 150, Title 38 U.S.C. - Acceptance
by the Federal National Mortgage
Association.

SOUTH CAROLINA

MORTGAGE

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

WHEREAS: LaVona R. Hyatt

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

Collateral Investment Company, 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 incorporated herein by reference, in the principal sum of Thirty-Five Thousand and No/100 - - - - - Dollars (\$35,000.00), with interest from date at the rate of Eight & One-Half per centum (8 1/2%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company 2233 Fourth Avenue, North in Birmingham, Alabama 35203, 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 Sixty-Nine and 15/100 - - - - - Dollars (\$269.15), commencing on the first day of February, 19 78, 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 January, 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 all improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 158, Havelock Drive, Peppertree Subdivision, Section No. 3, as shown on plat of Peppertree, recorded in Plat Book 4X at page 4, and according to plat prepared by Dalton & Neves Co., Engineers entitled "Property of LaVona R. Hyatt" dated December 16, 1977, having the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the Northwestern side of the cul-de-sac right-of-way of Havelock Drive, joint front corner of Lots No. 157 and 158 and running N. 71-40 W. 170.0 feet to an iron pin; thence S. 5-30 W. 130.0 feet to an iron pin, joint rear corner of Lots No. 158 and 159; thence N. 81-10 E. 136.1 feet to an iron pin on Havelock Drive; thence with said Drive, N. 21-05 E. 35 feet to an iron pin; thence N. 50-20 E. 35 feet to an iron pin, the point of beginning.

Being the identical property conveyed to the Mortgagor herein by deed of Equitable Life Assurance Society of the United States dated December 19, 1977, recorded even date herewith in the R.M.C. Office for Greenville County in Deed Book 1070 at Page 518.

Range or Counter Top Unit, Dishwasher, Disposal and Wall-to-Wall Carpeting are to be included as security for the aforesaid debt.

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;

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

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