

VA Form 26-6111 (Home Loan)  
Revised August 1973. Use Optional  
Section 1519, Title 38 U.S.C. Acceptable  
to Federal National Mortgage  
Association.

SOUTH CAROLINA

# MORTGAGE

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

WHEREAS: WILLIAM F. TOMZ

Greenville County, 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 TWENTY-THREE THOUSAND EIGHT HUNDRED AND NO/100----- Dollars (\$ 23,800.00 ), with interest from date at the rate of NINE per centum ( 9 %) 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 ONE HUNDRED NINETY-ONE AND 83/100----- Dollars (\$ 191.83 ), commencing on the first day of September, 1974, 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 July 2004.

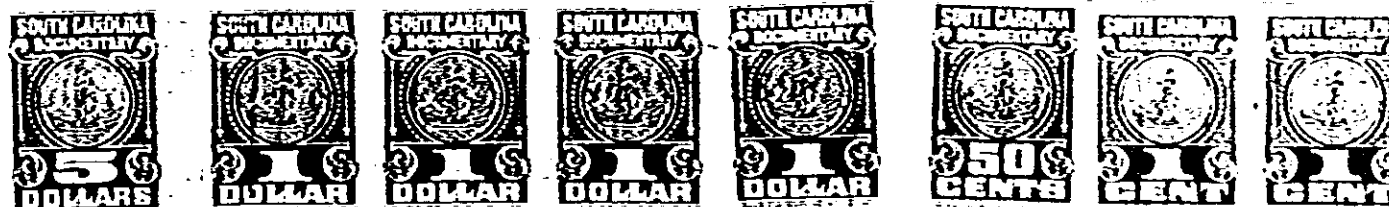
Now, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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 in the State of South Carolina, County of Greenville, being known and designated as Lot #2, Terrace Circle, on a plat of Forest Park Subdivision recorded in plat book EE at pages 64 & 65 and a more recent plat of Property of William F. Tomz dated August 6, 1974, prepared by Carolina Surveying Co. and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Terrace Circle, joint front corner of Lots 2 & 3 and running thence with the joint line of said lots, S. 68-01 W., 190 feet to an iron pin; thence N. 21-59 W., 100 feet to an iron pin at the joint rear corner of lots 1 & 2; thence with the joint line of lots 1 & 2, N. 68-01 E., 190 feet to an iron pin at the joint front corner of lots 1 & 2; thence S. 21-59 E., 100 feet to the point of beginning.

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.

(continued on back)

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;



0553

4328 RV-2