

RECORDED  
GREENVILLE CO. S. C.  
JUN 10 8 52 AM '75  
DONNIE S. TANKERSLEY  
R.M.C.

1975-919

SOUTH CAROLINA

## MORTGAGE

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

WHEREAS: STUART M. VAUGHAN, JR. AND SARA F. VAUGHAN

Greenville, South Carolina

, 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 Thirty Nine Thousand, Five Hundred and No/100 ----- Dollars (\$ 39,500.00 ), with interest from date at the rate of Eight and one-half per centum (8-1/2%) 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 Three Hundred, Three and 76/100 ----- Dollars (\$ 303.76 ), commencing on the first day of July, 1975, 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 June, 2005.

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 the State of South Carolina, County of Greenville, on the southern side of West Mountainview Avenue and being shown and designated as Lot No. 11 of Block B on a plat of survey of Oakland Heights Subdivision recorded in Plat Book F at page 204 in the R.M.C. Office for Greenville County, being more fully described according to survey of said lot prepared by Dalton & Neves, Engineers in June, 1975, as follows:

BEGINNING at an iron pin on the southern side of West Mountainview Avenue at the joint front corner of Lot 11 and Lot 12 and running thence with the line of Lot 12, S. 10-15 W. 170.5 feet to an iron pin on the northern side of a 19 foot alley; thence N. 79-45 W. 100 feet to an iron pin at the joint rear corner of Lots 11 and 10; thence with the line of Lot 10, N. 10-15 E. 170.5 feet to an iron pin on the southern side of West Mountainview Avenue; thence with West Mountainview Avenue, S. 79-45 E. 100 feet to an iron pin at 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.

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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