

GREENVILLE, S.C.

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VA Form 26-6333 (Home Loan)  
Revised September 1975. Use Optional.  
Section 15b, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

SOUTH CAROLINA

# MORTGAGE

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

WHEREAS: We, WALTER A. JULIAN and RUTH W. JULIAN

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 TWO THOUSAND and No/100----- Dollars (\$ 32,000.00 ), with interest from date at the rate of Eight and 3/4-- per centum (8.75%) 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 TWO HUNDRED and FIFTY ONE and 84/100----- Dollars (\$ 251.84 ), commencing on the first day of June, 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 May, 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; near the City of Greenville, and being shown and designated as Lot # 55 on the plat of the subdivision of CHESTNUT HILLS No. 1, a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book QQ at Page 83, and being further shown on plat entitled "Property of Walter A. Julian and Ruth W. Julian", by Campbell & Clarkson, Surveyors, dated April 19, 1978, and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Kathryan Court, which point is at the joint front corners of Lots Nos. 55 and 56, and which is 485.5 feet from the intersection of said Court and Bear Grass Drive; running thence with the northern edge of said Court, S. 86-50 W. 78.7 feet to a point; thence N. 4-19 W. 244 feet to the center of a creek; thence running with the center of said creek as the line, the traverse line of said creek being as follows: S. 78-59 E. 57 feet and S. 28-21 E. 78.6 feet to an iron pin on the joint line between Lots Nos. 55 and 56, which iron pin is 41 feet from the center line of said creek along the joint line of Lots Nos. 55 and 56, S. 0-57 E. 183 feet to the northern edge of Kathryan Court, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Donald A. Baker and Edna G. Baker (a/k/a Edna Gonzalez), to be recorded simultaneously herewith.

The mortgagors covenant and agree 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, they 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 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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