

MORTGAGE

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

WHEREAS: DAVID WILLIAMS AND DOROTHY A. WILLIAMS

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

COLLATERAL INVESTMENT COMPANY, a corporation organized and existing under the laws of 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 FORTY FIVE THOUSAND AND NO/100 Dollars (\$ 45,000.00), 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, 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 THREE HUNDRED FORTY SIX AND 05/100 Dollars (\$ 346.05), commencing on the first day of October, 1977, 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, 2007.

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 State of South Carolina, County of Greenville, being shown and designated as Lot No. 28 of a subdivision known as Edwards Forest Heights, as shown by plat thereof prepared by Jones Engineering Service, February 1967, recorded in the RMC Office for Greenville County in Plat Book 000 at page 87 and also shown on a more recent plat entitled "Property of David Williams and Dorothy A. Williams, dated Aug. 9, 1977 prepared by C. O. Riddle, and having, according to the more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeastern side of Rollingwood Drive at the joint front corner of Lots No. 28 and 29 and running thence along said Rollingwood Drive, S. 35-22 E., 187 feet to an iron pin; thence following the curvature of Rollingwood Drive as it intersects with Holly Road, the chord being S. 87-20 E., 49.1 feet to an iron pin; thence with Holly Road, N. 31-07 E., 50 feet to an iron pin; N. 13-09 E., 49.7 feet to an iron pin and N. 4-36 E., 115 feet to an iron pin on the western side of Holly Road at the joint corner of Lots No. 28 and 37; thence with the line of Lot No. 37, N. 85-42 W., 112 feet to an iron pin; thence with the joint line of Lot No. 29, S. 57-08 W., 109.5 feet to an iron pin on the northeastern side of Rollingwood Drive, being the point of beginning.

The following item is also to be considered as security: Disposal

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 (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

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