

REGULATION NO. 22  
COMPLIED WITH  
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GREENVILLE CO. S. C. BOOK 1267 PAGE 293

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GREENVILLE CO. S. C. SOUTH CAROLINA

VA Form 26-6311 (Home Loan)  
Revised August 1963, Use Optional  
Section 1310, Title 28 U.S.C. Acceptable  
to Federal National Mortgage  
Association.

# MORTGAGE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE }<sup>ss:</sup>

WHEREAS:

LOWELL EUGENE LEOPOLD AND LORETTA G. LEOPOLD

Greenville, S.C. , hereinafter called the Mortgagor, is indebted to  
COLLATERAL INVESTMENT COMPANY

organized and existing under the laws of Alabama , a corporation  
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-One Thousand and 00/100~~ Dollars (\$ 21,000.00), with interest from date at the rate of ~~seven~~ per centum (7 %) 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 Thirty-Nine and 86/100~~ Dollars (\$ 139.86), commencing on the first day of April , 1973 , 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 February , 2003.

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 County of Greenville, State of South Carolina in Chick Springs Township, on Wintergreen Lane and being known and designated as Lot 56 of a subdivision known as Section II, Brookwood Forest, as shown by plat dated November, 1964, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "BBB" at pages 80 and 101, and having according to said plat the following metes and bounds, to-wit: BEGINNING at a point on Wintergreen Lane, joint front corner of Lots Nos. 56 and 57, and running thence along the front line of Lot 56 S. 26-21 W. 100 feet to a point, joint front corner of Lot Nos. 56 and 55, and running thence along the joint side line of Lot Nos. 55 and 56 N. 61-22 W. 149.2 feet to a point on Rutherford Road; thence along Rutherford Road N. 25-27 E. 99.6 feet to a point, joint rear corner of Lot Nos. 56 and 57; thence running along a joint side line of Lot Nos. 56 and 57 S. 61-33 E. 150.6 feet to the BEGINNING point.

"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."

"The mortgagor covenants and agrees that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under Servicemen's Readjustment Act within 90 days from the date hereof  
(Continued on Page 2)

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;