VA Form 26-4338 (Home Loan) Revised September 1975. Use Optional. Section 1810, Title 38 U.S.C. Acceptable to Feleral National Mortgage NCNB LOAN NO. 12-078543

SOUTH CAROLINA

may 1397 411 37

MORTGAGE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

WHEREAS: We, Floyd L. Phillips and Catherine M. Phillips

Greenville County, South Carolina

of , hereinafter called the Mortgagor, is indebted to

NCNB MORTGAGE SOUTH, INC.

, a corporation South Carolina hereinafter organized and existing under the laws of 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 Seven Thousand Five Hundred and No/100----- Dollars (\$ 37,500.00), with interest from date at the rate of Seven and one-fourthper centum (7 1/%) per annum until paid, said principal and interest being payable at the office of NCNB MORTGAGE CORPORATION, P.O. Box 10338 , or at such other place as the holder of the note may in Charlotte, North Carolina 28237 designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two Hundred Fifty Six and 13/100----- Dollars (\$ 256.13), commencing on the first day of , 19 77, 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 , 2007 . payable on the first day of June

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, situate, lying and being in the County of Greenville, %tate of South Carolina, being known and designated as Lot 76, Sheet One, Del Norte Estates on a plat thereof made by Piedmont Engrs., August 28, 1968, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book WWW, at Pages 32 and 33, and having such metes and bounds as shown thereon. Said Lot fronts 95.0 feet on the southeastern side of Del Norte Road, runs back in parallel lines on its easterly and westerly lines to a depth of 140.0 feet; and is 105.0 feet across the rear.

This is the same property conveyed to the Mortgagors herein by deed of Rolk K. Eichele recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1056, Page 241, on May 1, 1977.

It is agreed by all parties hereto that the carpet installed in the residence of the above-described property is considered real estate.

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;

"SHOULD THE VETERANS ADMINISTRATION FAIL OR REFUSE TO ISSUE ITS GUARANTY OF THE LOAN SECURED BY THIS INSTRUMENT UNDER THE PROVISIONS OF THE SERVICEMEN'S RE'DJUST. MENT ACT OF 1944 AS AMENDED, WITHIN SIXTY DAYS FROM THE DATE THE LOAN MOULD NORMALLY BECOME ELIGIBLE FOR SUCH GUARANTY, THE MORTGAGEE MAY, AT ITS OPTION, DECLARE ALL SURS SECURED HERERY IMMEDIATELY DUE AND PAYABLE."

328 RV-2

0-