

VA Form 26-6335 (Home Loan)
Revised August 1963. Use Optional
Section 1510, Title 38 U.S.C. Acceptable
to Federal National Mortgage
Association.

SOUTH CAROLINA

MORTGAGE

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

WHEREAS: James David Smith and Judy P. Smith
220 Gardenia Street

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

NORTH CAROLINA NATIONAL BANK, a corporation organized and existing under the laws of The United States, 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-two Thousand Five Hundred and NO/100ths Dollars (\$2,500.00), with interest from date at the rate of Eight per centum (8 %) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage South, Inc. in Greenville, South Carolina, 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 Sixty-Five and 15/100ths Dollars (\$ 165.15), commencing on the first day of July, 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 payable on the first day of June, 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 near the City of Greenville, in the County of Greenville, State of South Carolina, on the northeastern side of Gardenia Drive, being known and designated as Lot No. 85 of Westwood Terrace, formerly Cedar Lane Gardens, a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "GG", at Page 139, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Gardenia Drive at the joint front corners of Lots Nos. 85 and 86, which point is 125.8 feet from the intersection of said Drive and an unnamed street, and running thence N. 56-12 E. 150 feet to a point; thence S. 33-48 E. 70 feet to a point; thence S. 56-12 W. 150 feet to a point on Gardenia Drive; thence with said Drive N. 33-48 W. 70 feet to the point of beginning.

DERIVATION: This being that lot conveyed to Mortgagor by deed of Michael W. Durham and Patricia G. Durham of even date herewith to be recorded concurrently.

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 Readjustment Act of 1944, as amended, within sixty (60) days from the date the loan would normally become eligible for such guaranty, the mortgagee, may at its option, declare all sums 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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