VA Form 26—4338 (Home Loan) Revised September 1975. Use Optional, Section 1810, Title 38 U.S.C. Acceptable to Februal National Mortgage Association

SOUTH CAROLINA

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

PETER R. ESHBACK

CREENVILLE, SOUTH CAROLINA

of , hereinafter called the Mortgagor, is indebted to

NCNB MORICAGE SOUTH, INC.

organized and existing under the laws of SOUTH CAROLINA

, 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 THOUSAND NINE HUNDRED AND FIFTY DOLLARS

Dollars (\$ 20,950.00 ), with interest from date at the rate of Nine and one-half per centum (9½ %) per annum until paid, said principal and interest being payable at the office of NCNB MORICAGE SOUTH, INC., P. O. Box 11068

increenville, south carolina 29603, 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 SEVENTY SIX DOLLARS AND NINEIERN CENIS

Dollars (\$ 176.19), commencing on the first day of

October 1, 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 September , 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; to wit:

All those certain parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the Northwest side of Dixie Avenue, being known and designated as Lots numbers 52 and 53 on a Plat titled "Dixie Heights", recorded in Plat Book H, Page 46, and according to said Plat having the following metes and bounds:

BEGINNING at an iron pin on the Northwest side of Dixie Avenue, joint front corner of Lots numbers 51 and 52, and running thence as dividing line between said Lots N. 46-48 W. 150 ft. to an iron pin; thence N. 43-12 E. 100 ft. to an iron pin, joint rear corner of Lots numbers 53 and 54; thence as dividing line between said Lots S. 46-48 E. 150 ft. to an iron pin on the Northwest side of Dixie Avenue; thence therewith S. 43-12 W. 100 ft. to the point of the BEGINNING.

This being the same property conveyed to the MORTGAGORS herein by Deed of DAVID L. STATE and PAMELA S. STATE, which Deed bears even date herewith and is recorded in the R. M. C. Office for Greenville County.

"Should the Veterans Administration fail or refuse to issue guaranty of the loan secured by this instrument under the provisions of the Serviceman's Readjustment Act of 1944, as amended, within sixty days (60) 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 exprection 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;

811

ુ 78

4328 RV.2

**O**-

7. 50 K