

GREENVILLE CO. S. C.

APR 23 4 13 PM '77

RECORDED

1995 519

SOUTH CAROLINA

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

MORTGAGE

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

WHEREAS: John A. Gieger,

Greenville County, S. C. , hereinafter called the Mortgagor, is indebted to

SOUTH CAROLINA NATIONAL BANK

, a corporation organized and existing under the laws of United States of America, 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 Eight Thousand Nine Hundred and NO/100-----Dollars (\$ 28,900.00), 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 South Carolina National Bank in Columbia, S. C. , 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 two Hundred Twelve and 13/100-----Dollars (\$ 212.13), commencing on the first day of June , 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 May, 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;

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ALL that certain piece, parcel and lot of land with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina on the eastern side of Whir Court, and being known and designated as Lot No. 21 according to a plat of Whipporwill Hills, Section 2, prepared by Carolina Surveying Company, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 4R at Page 39, and having according to said plat the following metes and bounds, to-wit:

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BEGINNING at a point on the eastern side of Whir Court at the joint front corner of Lots 21 and 22 and thence with the common line of said lots, N. 88-29 E. 164.7 feet to an iron pin; thence N. 0-51 E. 136.8 feet to an iron pin; thence N. 88-39 W. 220 feet to an iron pin; thence S. 0-33 E. 82.6 feet to a point on the northern side of Whir Court; thence with the curve of Whir Court, the chord of which is S. 67-10 E. 42.2 feet to a point on Whir Court; thence continuing with the curve of Whir Court, the chord of which is S. 16-07 E. 43.8 feet to the point of beginning.

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 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.

The above described property is the same acquired by the mortgagor by deed from A. J. Prince Builders, Inc. recorded in the R.M.C. Office for Greenville County on April 25, 1977.

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;

P. O. Box 168, Mortgage Loan Department
Columbia, S. C. 29202

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