

MORTGAGE OF REAL ESTATE

Form FSA-LE-187.38  
9-28-37

*For Release, See R. E. M. Book 431, Page 110*  
UNITED STATES DEPARTMENT OF AGRICULTURE  
Farm Security Administration  
Tenant Purchase Division  
*{ For Release See R. E. M. Book 498, Page 82 }*

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned Broadus Durant, husband and Nancy Thermond Durant (wife) of the County of Greenville, State of South Carolina, hereinafter called Mortgagor, has become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead Jones Farm Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 20th day of September 1938, for the principal sum of Three Thousand, Eight Hundred Twenty-five Dollars (\$3,825.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extensions or renewals thereof, and any agreements supplementary thereto, and any additional indebtedness accruing to Mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained:

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Mortgagee the following described real estate situated in the County of Greenville, State of South Carolina, to-wit:

All that certain piece, parcel or lot of land situate, lying and being in Butler Township, about 7 miles East of the City of Greenville, on head waters of Rocky Creek Waters of Enoree River, known and designated as tracts 1 and 2 of S. L. Vaughn Farm, shown on plat thereof made by W. S. Baldwin, dated October 19, 1918, recorded in R. M. C. Office for Greenville County, in Plat Book E, page 110, and having, according to such plat the following metes and bounds, to-wit:

BEGINNING at an iron pin corner of W. M. Watson's land, and running thence N. 84 E. 17.62 chains to iron pin; thence N. 6 W. 17.20 chains to an iron pin; thence N. 10-3/4 W. 23.06 chains to iron pin center road; thence S. 52-1/4 W. along said road 2.87 chains to iron pin; thence N. 78 W. 11.82 chains to iron pin at road; thence S. 9 W. along said road, 24.34 chains to iron pin at intersection of roads; thence S. 11-5/8 E. 19 chains to beginning corner, and containing 75-3/4 acres, and being the same tract of land conveyed to Alice Green by S. L. Vaughn by deed dated December 23, 1918, and recorded in Volume 34, page 109.

Together with all rents and other revenues or income therefrom, and all and singular, the rights, members, hereditaments, and appurtenances thereunto belonging, or in any wise incident or appurtenant, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property":

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and its assigns forever.

MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby warrant and forever defend all and singular the said property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same, or any part thereof, and does hereby and by these presents covenant and agree:

1. To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or the Mortgagee's rights and interests therein under this Mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.
2. Immediately upon the execution of this mortgage to provide, and thereafter continuously to maintain fire insurance policies and such other insurance policies as Mortgagee may then or from time to time require upon the buildings and improvements now situate or hereafter constructed in or upon said Property. Said fire and other insurance policies shall be deposited with the Mortgagee and shall be with companies, in amounts and on terms and conditions approved by Mortgagee.
3. Personally and continuously to use said property as a farm, and for no other purpose; at all times to maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property; neither to cut nor remove any timber therefrom, nor to remove, or permit to be removed, gravel, oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purposes; promptly to effect such repairs to said property as Mortgagee may require; to institute and carry out such farming practices and farm and home management plans as Mortgagee shall, from time to time, prescribe; and to make no improvements upon said Property without consent by Mortgagee.

*For Stipulation Amending mortgage See R. E. M. Book 280, Page 89*

*RECORDED AND INDEXED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA, THIS 18th DAY OF SEPTEMBER, 1938.*