

Form FSA -LE-187.38

Rev. 2-24-39

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SECURITY ADMINISTRATION  
TENANT PURCHASE DIVISION

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS: That, whereas the undersigned, Dolphus D. Owens (Husband) and Elizabeth Manus Owens (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 19th day of June, 1939, for the principal sum of Fifty-three Hundred Fifty and no/100 Dollars (\$5350.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided, the first installment of Two Hundred Thirty-one & 44/100 Dollars (\$231.44) being due and collectible on the 31st day of December, 1939, the next succeeding thirty-eight installments, annually thereafter, and the fortieth installment, either thirty-nine years thereafter or forty years from the date of said note, whichever date is the earlier; 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 tract of land in the County of Greenville, State of South Carolina, in Fairview Township, known as part of the Annie T. League homeplace and containing 93 1/2 acres, more or less, according to a survey made by W. M. Nash, Registered Surveyor, and having, according to said survey, the following metes and bounds, to-wit:-

BEGINNING at an iron pin at Plantation Road at corner of property of S. C. Gault, and running thence South 85 degrees East 10.00 chains along said road to iron pin; thence North 2 1/2 degrees East 8.00 chains right edge of road to iron pin; thence North 47 1/2 degrees West 1.60 chains to iron in field; thence North 29 degrees West 8.00 chains to iron in field; thence North 12 1/2 degrees East 25.20 chains to stone near corner wood; thence North 58 3/4 degrees West 22.75 chains to stone by Littlefield; thence South 5.55 degrees West 49.66 chains to point; center C. & W. C. Railroad; thence South 60 1/4 degrees East 3.00 chains along center tracks; thence South 55 1/4 degrees East 3.00 chains along center tracks; thence South 51 1/2 degrees East 3.79 chains along center tracks to point center road crossing; thence North 61.55 degrees East 6.10 chains to beginning iron, corner of property of S. C. Gault, said property being bounded on the North by Ollie M. Littlefield, on the East by Carrie Richardson, on the South by other lands of Mrs. Annie T. League and S. C. Gault and on the West by C. & W. C. Railroad.

Being the same land that was conveyed to Dolphus D. Owens by a certain deed made by Annie Mae Thomason League, dated June 26, 1939, and intended to be recorded simultaneously herewith; together with all rents and other revenues or incomes therefrom, and all and singular the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appurtenanting, 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