

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, I, Larthun Durham

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 18th day of September, 1941 for the principal sum of Forty-six Hundred Forty and No/100 Dollars (\$4,640.00), 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 and 73/100 Dollars (\$200.73) being due and collectible on the 31st day of December, 1942 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 Butler Township, containing 97.65 acres, more or less, and having the following notes and bounds, according to a plat of property of J. A. Bull made by H. S. Brockman, April 1-3, 1941, recorded in Plat Book L, page 105, public records of Greenville County, South Carolina, and having been divided according to lines made by W. P. Morrow, May 12, 1941: BEGINNING at a stake in a branch, corner of property of the Estate of Willie Greer and property to be conveyed to I. A. Brockman and running thence with said Brockman line South 30 degrees 00 minutes East 1750 feet to a stake in the center of a road in line of property to be conveyed by J. A. Bull to Lee Neal; thence with the center of said road as a line and along line of property of Neal, the following courses and distances: North 55 degrees 30 minutes East 242 feet; thence North 62 degrees 00 minutes East 317.5 feet; thence South 73 degrees 30 minutes East 246 feet; thence South 48 degrees 00 minutes East 344 feet to a point where said road crosses a branch; thence leaving said road and along the branch as the line, the following courses and distances: North 80 degrees East 350 feet; thence North 66 degrees East 325 feet; thence North 51 degrees East 300 feet; thence North 3 degrees West 250 feet; thence North 60 degrees East 500 feet and thence North 73 degrees East 850 feet to a stake at the intersection of said branch and another branch, corner of property of Hoke Smith; thence the following courses and distances: North 41 degrees 40 minutes West 210 feet; thence North 21 degrees 32 minutes West, 142.3 feet; thence North 28 degrees 34 minutes West 203.8 feet; thence North 44 degrees 21 minutes West 199 feet; thence North 35 degrees 04 minutes West 111.7 feet; thence North 71 degrees 17 minutes West 322.5 feet; thence South 76 degrees 00 minutes East 406.6 feet; thence South 85 degrees 10 minutes West 112 feet; thence North 82 degrees 47 minutes West 397.8 feet; thence North 75 degrees 15 minutes East 612 feet; thence South 68 degrees 49 minutes West 104.2 feet; thence South 58 degrees 57 minutes West 391.8 feet to the beginning corner; thence with line of property of Hoke Smith and along the center of said branch

RECORDED AND INDEXED BY THE TAX DEPARTMENT OF GREENVILLE COUNTY, S.C. ON OCTOBER 11, 1941

Being the same land that was conveyed to Larthun Durham by a certain deed made by J. A. Bull, dated September 18th, 1941, 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 appertaining, 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.
4. To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note, and in any extensions or renewals thereof, and in any agreements supplementary thereto, and in any loan agreement executed by Mortgagor on account of said indebtedness, and in this mortgage contained.
5. To comply with all laws, ordinances and regulations affecting said property or its use.
6. That the indebtedness hereby secured was expressly loaned by the Mortgagee to the Mortgagor for the purpose of purchasing this said property, and that the Mortgagor did use said moneys to purchase same.
7. The Mortgagee, its agents and attorneys, shall have the right at all times to inspect and examine said property for the purpose of ascertaining whether or not the security given is being lessened, diminished, depleted or impaired, and if such inspection or examination shall disclose, in the judgment of the Mortgagee that the security given or property mortgaged is being lessened or impaired, such conditions shall be deemed a breach of the covenants of the mortgage on the part of the Mortgagor.
8. That all of the terms and provisions of the note which this mortgage secures, and of any extensions or renewals thereof, and of any agreements supplementary thereto, and of any loan agreement executed by Mortgagor on account of said indebtedness, are hereby incorporated in and made a part of this mortgage as if the same were set out in full herein, and shall be construed with said Mortgage as one instrument.
9. That without Mortgagee's consent, no final payment of the indebtedness herein secured shall be made, nor shall a release of Mortgagee's interest in and to said property or lien be made, within five years from and after the date of the execution of this mortgage.
10. That all awards of damages up to the amount of the indebtedness of Mortgagor to Mortgagee in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee who may apply same to payment of the instalments last to become due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances therefor and to appeal in the name of Mortgagor or Mortgagee from any such award.