

FORM FSA-LE-18738
REV. 2-24-30

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, Reid Jones

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 8th day of June, 1942 for the principal sum of Three Hundred Six & No/100 Dollars (\$306.00), 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 Thirteen & 24/100 Dollars (\$13.24) 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 Mortgagee 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 Mortgagee 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 tract, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and in the Butler Township of said County, the major portion of which lies southwest of the public road known as the Pelham to Greenville Public Road, and being more particularly described as follows:
BEGINNING at a point in the center of said public road, where the southeasterly line of the property of J. P. Griffin intersects the center of said road; thence in a southeasterly direction along the center of said road south 08 1/2 degrees east, 100 feet to a point; thence continuing along the center of said road south 37 degrees east 231 feet; thence continuing along the center of said road south 60-3/4 degrees east 165 feet; thence turning in an easterly direction along the center of an old road south 87 degrees east 527 feet to a stake; thence south 70 degrees west 2921 feet along the northeasterly lines of the property now owned by Henry Smith and John Leatherwood to Brushy Creek; thence north 36 degrees west 212 feet to a point in the center of Brushy Creek; thence north 54 1/2 degrees west 178 feet to an iron pin in Brushy Creek; thence north 35 degrees 15 minutes east 990 feet to a P. O. Stump; thence north 69 degrees 30 minutes west 1736 feet to an iron pin; thence north 62 degrees east 1458 feet to a stake; thence south 27 degrees east 775 feet to a stake; thence north 5 1/2 degrees 30 minutes east 1300 feet to the center of said public road and the point of beginning; said tract of land is bounded on the southeast by the property of Henry Smith and John Leatherwood, on the southwest by the Gunter land and said Brushy Creek; on the northwest by the Hart land and property of J. P. Griffin and on the northeast by the property of said J. P. Griffin, the said public road from Pelham to Greenville, and the said old road. A plat of survey of said described tract of land made by W. P. Morrow, dated August 23, 1944 is recorded in the public records of said Greenville County, South Carolina in Book 14, page 119, to which said plat reference is here made for a more particular description, containing according to said plat 74.75 Acres, more or less.

This mortgage is given subject to that certain mortgage from Reid Jones to the United States of America, dated July 16, 1941, recorded in the Office of R. M. C. of Greenville County, South Carolina, on September 26, 1941, in Book 305, page 285.

Being the same land that was conveyed to Reid Jones by a certain deed made by Bettie Walker dated July 16, 1941 and recorded in the R.M.C. Office for Greenville County in Deed Book 237, page 219.

together with all rents and other revenues or incomes therefrom, and all and singular the rights, members, incidents 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 bind by these presents covenant and agree:

- 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 payment.
- 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 of amounts and on terms and conditions approved by Mortgagee.
- 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 all improvements upon said Property without consent by Mortgagee.
- 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 Mortgagee on account of said indebtedness, and in this mortgage contained.
- To comply with all laws, ordinances and regulations affecting said property or its use.
- 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.
- 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.
- 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.
- 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.
- That all awards of damages up to the amount of the indebtedness of Mortgagor to Mortgagee in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Mortgagee who may apply same to payment of the installments 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.

RECORDED
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R. M. C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
JUN 23 1942