

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, Price Avery

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 7th day of December, 1942, for the principal sum of Fifty-seven Hundred and No/100 Dollars (\$5,700.00), 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 Forty-six and 58/100 Dollars (\$246.58) being due and collectible on the 31st day of December, 1943, 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 lying and being on both sides of the County Road West of the Town of Simpsonville, in Fairview Township, Greenville County, South Carolina containing 71.60 acres, more or less, according to a survey thereof made by W. J. Riddle, Surveyor, October 23, 1942, bounded on the Southeast by Rocky Creek, on the East by property of G. W. Chandler and J. L. Garrett, on the North by property of A. D. Stenhouse, G. P. Stanley and G. B. Riddle, and on the West by property of U. S. G. Sweeney and having, according to said plat, which is recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book N, at page 25, the following metes and bounds, to-wit:

BEGINNING at a stake on the Northwest bank of Rocky Creek at corner of lands of G. W. Chandler and running thence with said Chandler line North 47 degrees 00 minutes West 594 feet to an iron pin; thence continuing with said Chandler line North 32 degrees 15 minutes East 480 feet to an iron pin; thence still with said Chandler line, North 7 degrees 00 minutes West 607 feet to an iron pin in center of County Road; thence continuing across said road and still following line of G. W. Chandler North 5 degrees 30 minutes East 800 feet to a stone at corner of J. L. Garrett property; thence with said Garrett line North 49 degrees 30 minutes West 601 feet to a stone; thence South 47 degrees 00 minutes West 565 feet to an iron pin at corner of A. D. Stenhouse property; thence following said Stenhouse property North 58 degrees 00 minutes West 1402 feet to an iron pin at corner of property of G. P. Stanley; thence with Stanley line South 36 degrees 00 minutes West 318 feet to an iron pin at corner of G. B. Riddle property; thence with said Riddle line South 1 degree 00 minutes West 586 feet to an iron pin; thence South 81 degrees 45 minutes East 500 feet to an iron pin at corner of property of U. S. G. Sweeney; thence with said Sweeney line crossing said County Road above mentioned South 24 degrees 15 minutes East 2941 feet to a stake in center of Rocky Creek; thence following the center of said Creek North 28 degrees 45 minutes East 632 feet to a point; thence still with the center of Rocky Creek North 18 degrees 30 minutes East 260 feet to the beginning corner.

State of South Carolina, County of Greenville.

The debt hereby secured is Paid in Full and the lien of this instrument is Satisfied. Executed this 30 day of July, 1962, pursuant to delegation of authority appearing in Title 6 C.F.R., Part 300 (24 F.R. 7719). The United States of America.

Witnesses: Helen O. Hunt By James Gilreath, County Supervisor  
Gay M. Clintic Price Avery Greenville County, South Carolina

Being the same land that was conveyed to Paul K. Thackston dated December 12, 1942 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 the 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:

- 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 the Mortgagee's indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.
- 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 situated 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.
- 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 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.
- 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.
- 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 of 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  
AND  
CANCELLED  
JULY 31 1962  
GREENVILLE COUNTY, SOUTH CAROLINA  
NO. 312