

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, Joel D. Peace

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 January, 1943, for the principal sum of Four Thousand Fifty-five and No/100 Dollars (\$ 4,055.00), 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 One Hundred Seventy-five and 42/100 Dollars (\$ 175.42) 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:

Those three certain parcels of land in Highland Township, Greenville County, South Carolina, (Jordan High School District) designated as Tracts 1, 2 and 3, on plat of the J. W. Moon Estate, prepared by H. S. Brockman, Surveyor, March 10, 1938, and recorded in Plat Book N. page 51, public records of said County, containing in the aggregate 85.83 acres, bounded North by lands of Suddeth and Mrs. Reid; East by lands of Mrs. Furman Dill, of Verdin and of Mrs. Corrie King; South by lands of Mrs. Corrie King and of Tom Moon; Southwest and west by lands of Tom Moon, Jim Forrester and Tracts 4 and 5 of the Moon Estate as per said plat, from which tract 4 and 5 these lands are separated by the road leading from Pleasant hill to Liberty Church. The said three tracts together are delineated as follows:

BEGINNING at an iron pin at forks of Pleasant Hill Liberty Church Road with road leading to Dill's Mill, joint corner of Tracts 4 and 5 on line of Tract 2 and running thence South 23 degrees 00 minutes East 300 feet to an iron pin, corner of Lots 1 and 2 on Dill's mill Road; thence South 24 degrees 48 minutes East 421 feet to a point in road; thence South 25 degrees 40 minutes East 400 feet to bend in road; thence South 8 degrees 00 minutes East 189 feet to center of bridge over Dill's Mill Road; thence with the creek South 47 degrees 15 minutes East 105.5 feet to pin on bank of creek; thence South 50 degrees 15 minutes East 60 feet to maple on bank of creek; thence North 13 degrees East 203.5 feet to stake; thence South 39 degrees 50 minutes East 911 feet to stake across branch; thence North 19 degrees 15 minutes East 100 feet to stake; thence with Barns Creek North 27 degrees East 100 feet; thence North 61 degrees 15 minutes East 90 feet; thence South 41 degrees East 92 feet; thence North 39 degrees 20 minutes East 100 feet; thence North 57 degrees 40 minutes East 113.5 feet; thence North 18 degrees 30 minutes East 164 feet; thence North 53 degrees 15 minutes East 335 feet to stake on east side of creek (last 7 delineations being with said creek); thence South

See other page for continuation of description

Being the same land that was conveyed to _____ by a certain deed made by _____, dated _____, 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 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.