

FORM FSA-117-38  
REV. 3-24-36

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, W. H. Kay and Mattie Kay, his 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, ~~UNITED STATES DEPARTMENT OF AGRICULTURE, FARM SECURITY ADMINISTRATION, TENANT PURCHASE DIVISION~~, hereinafter called Mortgagee as evidenced by one certain promissory note, dated the 25th day of October, 1943 for the principal sum of Four Thousand Six Hundred Fifty & No/100 Dollars (\$ 4650.00), 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 One & 16/100 Dollars (\$ 201.16) being due and collectible on the 31st day of December, 1944 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:

Unit No. 40, South Carolina Farm Tenant Security, Greenville County, South Carolina

A certain tract or parcel of land situate in Greenville County, South Carolina, bounded on the North and Northeast by lands now owned by formerly owned by one J. T. Chapman and the Smith Estate, on the South and Southeast by lands now owned or formerly owned by one Stokes and one W. L. Martin, on the West by lands now owned or formerly owned by one W. L. Martin and one J. T. Chapman, and on the Northwest by lands now owned or formerly owned by one J. T. Chapman, and more particularly described as follows: Beginning at a point on the Southwest right of way line of a road, said point being a common corner of land now owned or formerly owned by one Stokes and of land now owned or formerly owned by one W. L. Martin, thence South 66° 22' West 2686.34 feet, thence North 26° 51' West 711.54 feet, thence North 25° 52' West 375.53 feet, thence North 71° 19' East 1527.43 feet, thence North 48° 25' East 1590.52 feet to the Northwest right of way line of the road hereinbefore mentioned, thence South 12° 45' East 508.60 feet to the Northeast right of way line of said road, thence North 58° 06' 30" East 756.40 feet, thence South 59° 47' 30" East 1171.77 feet, thence South 62° 39' West 1641.23 feet to the point of beginning, containing 98.364 acres, more or less.

*(State of South Carolina) The debt hereby secured is paid in full and the lien County of Greenville) of this instrument is satisfied. Executed this 22 day of November, 1966, pursuant to delegation of authority appearing in Title 6 CFR, Part 300.24 F.R. 7719 The United States of America by James F. Gilbreath County*

\*\* 1A. To pay, on demand, a pro-rate portion to be determined by the Government as of the date of the deed to the mortgagor, of any sum paid by the Government (pursuant to Section 2 of the Act of June 29, 1936 (49 Stat. 2036) in lieu of taxes under an agreement or agreements including the Property and covering a period including the date of said deed. *Supervisor*

Being the same land that was conveyed to Mortgagors Greenville County South Carolina a certain deed made by Mortgagee, dated October 25, 1943, 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 thereon 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 Mortgagee 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. ~~THIS MORTGAGE IS NOT TO BE USED AS SECURITY FOR ANY OTHER DEBT OR OBLIGATION~~ This is a purchase money mortgage.

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 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.

*Farmers Home Administration*  
*U. S. Department of Agriculture*  
*witness Toy H. Surratt*  
*Helen O. Hunt*  
*6 AND CANCELLED*  
*11-17-67*  
*NO. 16383*