

Larthon Durham, fillet, Durham

* with and along the center of said branch the following courses and distances: North 41 degrees 40 minutes west 210 feet; north 21 degrees 32 minutes west 142.3 feet; north 28 degrees 34 minutes west 203.8 feet; north 44 degrees 21 minutes west 199 feet; north 33 degrees 04 minutes west 111.7 feet; north 71 degrees 17 minutes west 332.5 feet; thence south 76 degrees 00 minutes west 406.6 feet; South 85 degrees 10 minutes west 447 feet; north 82 degrees 47 minutes west 397.8 feet; north 75 degrees 15 minutes west 612 feet; south 68 degrees 49 minutes west 104.2 feet and south 58 degrees 37 minutes west 391.8 feet to the beginning corner.

Being the identical tract of land conveyed to Larthon Durham by deed of J. A. Bull, dated September 18, 1941, recorded in Deed Book 237, page 303, except, however, a tract of 1.02 acres conveyed to Willie R. Durham by deed recorded in Deed Book 418, page 371, R.M.C. Office for Greenville County, S. C., and a tract of 2.0 acres conveyed to Frederick D. Thomason by deed recorded in Deed Book 419, page 397, R.M.C. Office for Greenville County, S.C.

1. To pay promptly all installments of principal and interest as they become due according to the terms of the said promissory note, and of any agreements supplementary thereto, and any other indebtedness owing by the Mortgagor to the Mortgagee and secured hereby. In the event this mortgage and the note secured hereby are insured under the provisions of the Bankhead-Jones Farm Tenant Act, as amended, the Mortgagor will pay all such installments of principal and interest, and such other amounts as the Mortgagor is required to pay to the Mortgagee under this mortgage, to the United States of America, acting by and through the Administrator of the Farmers Home Administration (hereinafter called the Government) as collection agent for the Mortgagee. The Government will promptly remit to the Mortgagee all the sums collected by it as agent for the Mortgagee: *Provided*, That in the event the indebtedness hereby secured is paid in full in less than five (5) years after the execution of this mortgage and at that time it is insured as aforesaid, the Mortgagor shall pay to the Government the entire annual mortgage insurance charge computed for the year then current, as hereinafter prescribed, and, at the Government's option, an additional charge equal to the annual charge for such year; such payment to be applied by the Government on the Mortgagor's obligation on account of mortgage insurance.

2. If this mortgage and the note secured hereby are insured by the Government as aforesaid, and so long as they continue to be so insured, to pay to the Government, together with and in addition to the annual payments of principal and interest payable to the Mortgagee under the terms of the note(s) secured hereby, the following sums:

(a) An annual mortgage insurance charge at the rate of one percent (1%) of the outstanding principal obligation of the mortgage; the initial charge shall be payable simultaneously with the insurance of the mortgage and shall cover the period from the date of loan closing to the due date of the first installment payable on the loan; the next and each succeeding charge shall be computed on the outstanding principal obligation remaining unpaid after the due date of each installment payable on the loan, and shall be payable on or before the next succeeding due date of an installment of principal and interest. The Mortgagor shall continue to pay the annual charge herein provided until the mortgage is paid in full, or the mortgaged property is acquired by the Mortgagee or the Government, or until the contract of insurance is otherwise terminated. Assignment of this mortgage and the note secured hereby to the Government shall not operate to terminate the contract of insurance or relieve the Mortgagor from the obligation to pay the required annual charge.

(b) Such delinquency charges and default reserves as the Government finds necessary and may hereafter establish by regulation.

(c) Such initial fees for inspection, appraisal and other charges as the Government finds necessary.

(d) All payments mentioned in the preceding subsections (a) and (b) of this paragraph and all payments to be made under the note secured hereby, including all advances made by the Mortgagee and the Government for the account of the Mortgagor as hereinafter provided, shall be added together and the aggregate amount thereof shall be paid by the Mortgagor on the prescribed due date of each installment of principal and interest, to be applied to the payment of the following items in the order set forth:

- (1) Advances by the Government for the account of the Mortgagor, with interest at the rate herein provided;
- (2) annual mortgage insurance charges under the contract of insurance with the Government;
- (3) taxes, special assessments, fire and other hazard insurance premiums and other obligations of the Mortgagor, with interest, if advances for any such items were made by the Mortgagee for the account of the Mortgagor;
- (4) interest on the note secured hereby; and
- (5) amortization of the principal of said note.

3. In the event this mortgage is insured by the Government as aforesaid, the Government shall promptly notify the Mortgagee of any default by the Mortgagor in the terms, conditions, or covenants of the mortgage: *Provided, however*, That if the Mortgagor has failed to pay to the Government the full amount of any installment of principal and interest on or before the due date thereof, the Government shall pay promptly the unpaid amount of such installment to the Mortgagee, less the amount of any previous prepayment except payments from proceeds from the voluntary or involuntary sale of any part of the mortgaged property or from royalties from leases under which the value of the security is depreciated. Amounts thus advanced by the Government, as well as other amounts for the payment of property insurance premiums, and taxes, assessments and items of similar character, which may be advanced by the Government for the account of the Mortgagor by reason of his failure to pay the same, shall be deducted from the first available collections received from the Mortgagor and shall be repaid to the farm-tenant mortgage insurance fund maintained by the Government. All such advances shall bear interest at the rate of three percent (3%) per annum, and, until repaid, the advances and interest thereon shall be added to subsequent installments. Until such advances have been repaid by the Mortgagor, payment thereof by the Government shall not relieve the Mortgagor from the breach of his covenant to pay.

4. In any case in which the Mortgagor violates any covenant or condition of this mortgage while insured by the Government, the Government may require the Mortgagee to assign such mortgage, together with the incidents thereto, upon payment of the insurance benefits as herein prescribed. Should the Mortgagor be in default in any of the terms, conditions or covenants of this mortgage for more than 12 months, the Mortgagee shall be entitled to receive the benefit of the mortgage insurance, upon assignment to the Government of (a) all the Mortgagee's rights and interest arising under the mortgage so in default; (b) all claims of the Mortgagee against the Mortgagor or others, arising out of the mortgage transaction; (c) all policies of title or other insurance and all surety bonds and other guaranties and any and all claims thereunder relating to the mortgage or the mortgaged property; (d) any balance of the mortgage loan not advanced to the Mortgagor; and (e) any cash or property held by the Mortgagee, or to which he is entitled, as deposit made for the account of the Mortgagor and which has not been applied in reduction of the principal of the mortgage indebtedness; and upon transfer to the Government of such originals or copies of records, documents, books, papers and accounts relating to the mortgage transaction, as the Government prescribes. Upon such assignment and transfer, the Government shall pay to the Mortgagee, in cash, an amount equal to the value of the mortgage and the note secured hereby.

5. 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 interest therein under this mortgage or the indebtedness hereby secured, and promptly to deliver to the Government, without demand, receipts evidencing such payments.