

914 PAGE 210

The above described property is the identical property conveyed to Albert C. Phelps by deed of J. P. Stevens & Co., Inc., dated April 30, 1952, and recorded in the RMC office for Greenville County, S. C., in Deed Book 455, at page 507, less, however, 0.45 acres conveyed by the grantee therein to J. P. Stevens & Co., Inc., dated June 20, 1952, and recorded in the RMC office for Greenville County in Deed Book 459, at page 128.

ALSO:

All that piece, parcel or strip of land, triangular in shape and consisting of 0.5 acres, situate, lying and being at Slater in the county of Greenville, State of South Carolina and indicates as Parcel C on a plat entitled "Map Showing Property Owned by Slater Manufacturing Co., Slater, S. C.," made by Pickell & Pickell, Engineers, April 4, 1951, revised May 5, 1952, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the northeastern side of Bates Bridge Road. (The apex of said triangular strip) and running thence along line of property now or formerly belonging to J. P. Stevens & Co., Inc., N. 39-40 E. 228 1/2 feet to an iron pin; thence S. 29-20 E. 20 feet to an iron pin; thence along the line of property conveyed to Albert C. Phelps by J. P. Stevens & Co., Inc., by its deed dated April 30, 1952, and recorded in the RMC Office for Greenville County, S. 40-18 W. 2277.5 feet to an iron pin, the point of beginning.

The above described triangular strip is the same property conveyed to Albert C. Phelps by J. P. Stevens & Co., Inc., by its deed dated May 31, 1952, and recorded in the RMC Office for Greenville County, S. C., in Deeds Volume 459 at page 141, and lies adjacent to the 138 acre tract hereinabove described.

Said property is free from all encumbrances, except for Real Estate Mortgage given to United States of America and recorded in the RMC office for Greenville County, South Carolina, on June 21, 1960 in Real Estate Mortgage Book 828, page 41.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer or conveyance of any part thereof or interest therein, including but not limited to payments for property taken by eminent domain—all of which are hereinafter called said property;

TO HAVE AND TO HOLD said property unto the Government and its assigns forever.

BORROWER for himself, his heirs, executors, administrators, successors and assigns, WARRANTS THE TITLE to said property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, AGREES TO PAY when due the indebtedness hereby secured and, so long as any such indebtedness remains unpaid, COVENANTS AND AGREES TO:

- (1) pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against said property and promptly deliver to the Government without demand receipts evidencing such payments;
- (2) keep said property insured as required by and under policies approved by, delivered to, and retained by the Government;
- (3) maintain improvements in good repair and make repairs required by the Government; operate said property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not abandon said property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes;
- (4) if this instrument secures a "Farm Ownership" loan as identified in Farmers Home Administration regulations, personally operate said property with his own and his family labor as a farm and for no other purpose, and not lease said property or any part of it, unless the Government consents in writing to another method of operation or to a lease;