USDA-FHA Form FHA 427-1 S. C. (Rev. 4-20-66) ATT 19 2 12 Fit 1535 Position 6

800x 1003 MICE 127

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA (INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated October 19, 1966
WHEREAS, the undersigned Andrew W. Burgess and Borothy J. Burgess
residing in
Agriculture, herein called the "Government," as evidenced by a certain promissory note, herein called "the note," dated October 19 19 66, for the principal sum of Ten Thousand Five Hundred and No/100
Dollars (\$10,500,00), with interest at the rate of Five percent (.5.%) per annum, executed by Borrower and payable to the order of the Government in installments as specified therein, the final installment being due on October 19, 2006 which note authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower; and
WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and
WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and
WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest; and
WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the interest payments on the note, to be designated the "annual charge"; and
WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and
WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign the instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower:
NOW, THEREFORE, in consideration of said loan and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, release, and assign unto the Government, with general warranty, the following property situated in the State of South Carolina, County(ies) of Greenville
ALL that certain piece, parcel or lot of land with the buildings and
improvements thereon lying and being situate in the County of Greenville State of South Carolina in Grove Township on the east side of Saluda River, and also on the west side of the Piedmont & Northern Railroad track and on South Carolina Highway No. 20 containing 28 acres, more or less, and having according to that plat entitled Property of Andrew Burgess made by Jones Engineering Services September 18, 1966 recorded in the RMC Office for Greenville County, South Carolina in Plat Book NNN , Page 79 , the following metes and bounds, to wit:
BEGINNING at an iron pin in the center line of the Piedmont & Northern Railroad track and runs thence along property, now or formerly, of Edmonds S. 89-26 W. 615.2 feet to an iron pin; thence N. 6-10 E. 127.8 feet to an iron pin; thence S. 89-00 W. 2,080 feet, more or less, to a point on the Saluda River; thence along Saluda River the following courses and distances: S. 50-45 E. 204.6 feet to a point; S. 53-00 E. FHA 427-1 S. C. (Rev. 4-20-66)

SATISFIED AND CANCELLED OF RECORD

DAY OF LAC. 19

Conie S. Jankensley

R. M. G. FOR GREENVILDE COUNTY 9. C.

AT COCLOCK M. NO. 1