**LEB SO 1867** 

USDA-FHA Form FHA 427-1 S. C. (Rev. 4-20-66)

Position 5

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

KNOW ALL MEN BY THESE PRESENTS, Dated February 20, 1967 WHEREAS, the undersigned Freddie W. Sullivan and Jeanette S. Sullivan

Greenville County, South Carolina, whose post office address is 29687, herein called "Borrower," Route #2, Taylors,

are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by a certain promissory note, herein called "the note," dated February 20 , 19 67 , for the principal sum of Eleven Thousand, Eight Hundred and No/

Dollars (\$ 11.800.00 with interest at the rate of Six percent ( 6 %) per annum/executed by Borrower at the rate of the order of the overnment in installment as specified therein, the final installment being due on February 20, 2000 , 19.67., for the principal sum of Eleven Thousand, Eight Hundred and No/100 percent ( \_6 \_%) per annum/executed by Borrower

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 associated accordance 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 Knewsk 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 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

near the City of Greenville in Chick Springs Township, containing four (4) acres, more or less, according to plat thereof prepared by Jones Engineering Service dated May 6, 1965 of the "Property of Freddie W. Sullivan and Jeanette S. Sullivan" recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book NNN at Page 80 and having according to said plat the following metes and bounds to wit:

BEGINNING at an iron pin in the center of a County Road leading from Reed School to Locke Station and running thence N. 88-00 West 303.6 feet to an iron pin; thence S. 45-30 West 248.6 feet to an iron pin; thence N. 35-00 West 294.7 feet to an iron pin; running thence N. 54-40 East 610 feet to an iron pin in center of said County Road; thence S. 6-54 East 97.2 feet to an iron pin; continuing thence with the center of County Road, South 21-54 East 360 feet to an iron pin, the beginning corner.

FHA 427-1 S. C. (Rev. 4-20-66)