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

Position 5

FILED  
GREENVILLE CO. S. C.

BOOK 1058 PAGE 257  
MAY 23 11:27 AM 1967

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

OLLIE F. SMITH  
R. M. C.

KNOW ALL MEN BY THESE PRESENTS, Dated May 23, 1967  
WHEREAS, the undersigned Melvin Tolbert and Bobbie Jean Tolbert

residing in Greenville County, South Carolina, whose post office address is  
R-6, Greenville South Carolina 29607, herein called "Borrower,"  
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  
May 23, 1967, for the principal sum of Twelve thousand and no/100  
Dollars (\$ 12,000.00), 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 May 23, 2000,  
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 endorse-  
ment 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 endorse-  
ment 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 ex-  
penditures 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 piece, parcel or lot of land situate, lying and being in  
Austin Township, County of Greenville, State of South Carolina, shown  
and designated as the Melvin E. Tolbert tract on a Plat of the property  
of Melvin E. Tolbert and James Tolbert, by C. C. Jones, C. E., dated  
August 3, 1963, recorded in Plat Book BEE at page 123 in the Office of  
the R. M. C. for Greenville, containing 1.5 Acres, more or less, and  
having according to said plat the following courses and distances, to  
wit:

BEGINNING at an iron pin at the joint corner with the James Tolbert  
Tract as shown on the Plat and running thence S. 16-30 W. 361 feet to  
an iron pin; thence S. 86-30 W. 191 feet to an iron pin; thence N. 16-  
30 E. 361 feet to an iron pin, being the joint corner with the James  
Tolbert Tract; thence N. 86-30 E. 191 feet along the line of division  
of the Melvin E. Tolbert and James Tolbert Tracts to an iron pin, the  
beginning corner.

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*cancelled  
Deanna S. Landersley  
R.M.C.*

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*7-7-94*