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GREENVILLE CO. S. C.

BOOK 1059 PAGE 589

USDA-FHA Form FHA 427-1 S. C. SEP 21 10 35 AM 1967

(Rev. 4-4p 2 1 1961

REAL ESTIMET MORTGAGE FOR SOUTH CAROLINA (INSURBILLOANS TO INDIVIDUALS)

, 1967 September 21 KNOW ALL MEN BY THESE PRESENTS, Dated . WHEREAS, the undersigned Ronald Carl Cox and Carolyn H. Cox

County, South Carolina, whose post office address is <u>Greenville</u> residing in .. , South Carolina 29681 , herein called "Borrower," Route #1, Simpsonville 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 September 21, 19, 67, for the principal sum of --Twelve Thousand, Five Hundred and No/100

Dollars (\$12,500.00), with interest at the rate of ___Five____percent (___5%) per annum, executed by Borrowe and payable to the order of the Government in installments as specified therein, the final installment being due on September 21, 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 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 all amounts payable to the insured lender in connection with the loan; 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 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 has the recent of any default by Rocardon. 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, including any provision for the payment of an insurance or other charge, (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 piece, parcel or tract of land, lying and being situate on the southerly side of Woodruff Road near Five Forks in the County of Greenville, State of South Carolina, containing 1 acres, more or less and having according to plat of property of Ronal Cox as recorded in the R.M.C. Office in Plat Book GGG at Page 529 prepared by C. O. Riddle, R.L.S., May, 1967, the following metes and bounds to wit:

BEGINNING at an iron pin on the southerly side of Woodruff Road and running thence along the line of Property of C. J. and Mrs. N. H. Cox S. 18-53 W. 451 feet to an iron pin; thence S. 55-18 E. 104 feet to an iron pin on the line of property of Alvin A. Forest E Sta4(or feet to an iron pin; on the pin thence along said boundary N. 18-53 E. 267.8 feet to an iron pin; on the southerly side of Woodruff Road; thence along said road N. 55-18 W. 100 feet to the point of beginning and being the same property conveyed to the mortgagors by deed of Carl J. Cox and Nivie H. (Mrs. N. H.) Cox dated May 8, 1967 and recorded in the said R.M.C. Office in Deed Vol. 819 at Page 291.

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