USDA-FHA Form PHA 427-1 S. C. (Rev. 10-11-67)

800K 1086 MGE 185

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

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 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 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 flerein 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@250 of Greenville

ALL that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, Butler Township, in the Rocky Creek Baptist Church Community, lying south from the Roper Mountain Road and on the western side of a spring branch, being bounded on the north by lands of Mrs. Marie McMakin, on the east by the said branch and a small tract now or formerly owned by Ira Lee and Elizabeth H. McKinney, on the south by lands of J. B. Cox Estate and on the west by lands now or formerly of H. J. & Louisa Bagwell, and being a part of a forty acre tract as shown on plat of Property of Curtis and John W. Bagwell, made by H. S. Brockman, Surveyor, December 21, 1942, and having, according to a more recent plat entitled Property of Carlisle E. and Dora Ann Pace, made by H. S. Brockman, Surveyor, May 5, 1965, recorded in the RMC Office for Greenville County, South Carolina in Plat Book XXX, Page 55, the following metes and bounds, to-wit:

FHA 120 C. (Rev. 10-11-67)

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