

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

BOOK 1134 PAGE 135
FILED
GREENVILLE CO. S. C.
AUG 14 2 26 PM '69
OLLIE FARNSWORTH
R. M. C.

KNOW ALL MEN BY THESE PRESENTS, Dated August 14, 1969

WHEREAS, the undersigned Richard E. Rogers

residing in Greenville County, South Carolina, whose post office address is Route 2, Simpsonville, South Carolina 29681, herein called "Borrower,"

are (s) 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 August 14, 1969, for the principal sum of Fourteen Thousand and No/100

Dollars (\$14,000.00), with interest at the rate of Six and 1/4 percent (6 1/4 %) per annum, executed by Borrower and payable to the order of the Government in installments as specified therein, the final installment being due on August 14, 2002, 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 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 (s) 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 lot of land in the County of Greenville, State of South Carolina situate, lying and being on the Northern side of Lyons Drive, being known and designated as the major portion of Lot No. 17 of Terrace Acres Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book 000, at Pages 126 and 127, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Lyons Drive, joint front corner of Lots Nos. 17 and 18, and running thence with the common line of said lots, N 29-34 E, 225 feet to an iron pin; thence with the common line of Lots Nos. 17 and 19, S 75-05 E, 270.1 feet to a point, common corner of the within property and that of now or formerly Willard A. Ramsey; thence S 29-30 E, 39 feet to a point on the common line of Lots Nos. 16 and 17; thence S 29-06 W, 275.2 feet to a point on the Northern said of Lyons Drive; thence with said Drive, N 60-26 W, 300 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagor by deed of Thomas C. Brissey, et. al. recorded in the RMC Office, Greenville County in Deed book 865, Page 339.