

GREENVILLE CO. S. C.

RAINEY, FANT & MCKAY, ATTYS.

USDA-FHA

4 08 PH '71

17296 Position 5

BOOK 1179 PAGE 123

Form FHA 427-1 S. C.  
(Rev. 9-16-60)

WALTER E. EARNSWORTH REAL ESTATE MORTGAGE FOR SOUTH CAROLINA  
(INSURED LOANS TO INDIVIDUALS)

PAID \$ 250

KNOW ALL MEN BY THESE PRESENTS, Dated January 26, 1971  
WHEREAS, the undersigned James E. Kelley

residing in Greenville County, South Carolina, whose post office address  
is 105 Seminole Drive, Simpsonville, South Carolina 29681  
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 one or more certain promissory note(s) or  
assumption agreement(s), herein called "note" (if more than one note is described below the word "note" as used herein shall be  
construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower,  
being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at  
the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
January 26, 1971	\$15,900.00	7½%	January 26, 2004

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 the loan evidenced thereby, 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 the loan(s) 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**

(type description in Capital Letters):

ALL that lot of land with the buildings and improvements thereon  
situate on the north side of Seminole Drive, near the Town of  
Simpsonville, Austin Township, Greenville County, South Carolina,  
being shown as Lot 68 on Plat of Section 1 of Westwood Subdivision,  
recorded in the R.M.C. Office for Greenville County, South Carolina  
in Plat Book 4-F at Page 21 and having, according to said plat, the  
following metes and bounds, to-wit: