

FORM 714

NOV 11 1988 MC 367

DEED WITH MORTGAGE AND INSURANCE ENDORSEMENT

GREENVILLE, SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS, that on this 12 day of April, 1971, Richard S. Barnett and Charlotte S. Barnett

of the County of Greenville, South Carolina, whose post office address is Quillen Avenue, Fountain Inn, South Carolina 29644

hereby certify that the above described premises are (a) fully insured by the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, under the Government, as evidenced by one or more certain promissory note(s) or contract(s), herein called "note" (if there are two or more notes so described below the word "note" as used herein shall be construed as meaning 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 herein, furnishing consideration of the entire indebtedness at the option of the Government upon any default by Borrower, and being better 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>
April 12, 1971	\$7,000.00	7 1/2 %	April 12, 1996

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 endorsement 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, FAIRVIEW TOWNSHIP, AND BEING

(Type description in Capital Letters): **LOCATED JUST INSIDE THE CITY LIMITS OF THE TOWN OF FOUNTAIN INN, S. C., ON THE EAST SIDE OF QUILLEN AVENUE AND BEING MORE PARTICULARLY DESCRIBED**

TO-WIT:

BEGINNING AT AN IRON PIN ON THE EAST SIDE OF QUILLEN AVENUE (JONES MILL ROAD) ON THE KNIGHT CORNER; THENCE RUNNING ALONG THE KNIGHT LINE, S 46-30 E, 166.5 FEET TO AN IRON PIN ON THE SAID LINE; THENCE TURNING S 17-55 W, 25 FEET TO AN IRON PIN; THENCE TURNING N 63-46 W, 152 FEET TO AN IRON PIN ON THE EDGE OF THE SAID ROAD; THENCE TURNING N 17-55 E AND RUNNING ALONG THE EDGE OF THE SAID ROAD FOR 75 FEET TO AN IRON PIN AND BEING THE POINT OF BEGINNING.