

USDA-FHA

GREENVILLE CO. S. C.

Position 5

BOOK 1211 PAGE 129

Form FHA 427-1 SC
(Rev. 11-2-70)

OCT 22 10 52 AM '71

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA
OLLIE FARNSWORTH
R.M.C.

October 21, 1971

KNOW ALL MEN BY THESE PRESENTS, Dated

WHEREAS, the undersigned BOBBY J. USERY AND JO W. USERY

residing in Greenville County, South Carolina, whose post office address is Route #2, Sunset Heights, Fountain Inn, South Carolina 29644

herein called "Borrower," are (1) 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> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| October 21, 1971 | \$16,500.00 | 7 1/4% | October 21, 2004 |

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 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 payment 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

ALL that lot of land in the State of South Carolina, County of Greenville, Town of Fountain Inn, and shown as Lot No. 40 on a plat of Sunset Heights Subdivision which plat is recorded in the RMC Office for Greenville County in Plat Book 00 at pages 314 through 317, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the North side of the right of way of State Highway No. 418, joint front corner with Lot No. 41 and running thence with the joint line of said Lot No. 41, N. 1-00 W. 206.5 Feet to an iron pin on the back line of Lot No. 51; thence with the back joint line of Lot No. 51 and Lot No. 52, N. 88-40 E. 110 feet to an iron pin on the back line of said Lot No. 52, joint back corner with Lot No. 39; thence with joint line of said Lot No. 39, S. 0-52 E.