

turning and running N. 13-28 E. 129.7 feet to an iron pin at the joint rear corner of said lot and property now or formerly of Bessie Goldsmith and H. S. King; thence turning and running with the King line S. 47-54 E. 346.4 feet to an iron-pin at the center line of S. C. Highway 417, being the point of beginning.

THIS property is subject to all easements, and rights-of-way appearing of record and/or apparent from a physical examination of the premises conveyed.

THIS is the same property conveyed to Edward Durham by Caldwell Harper on February 12, 1972, as noted in Deed Volume 936, at Page 277, in the Office of the R. M. C. for Greenville County.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) RELEASE

For a good and valuable consideration the undersigned Caldwell Harper hereby releases the within mortgagee, its successors or assigns and/or anyone purchasing at a foreclosure of this mortgage, from his right of first refusal retained in his deed to Edward Durham dated February 12, 1972, and recorded in Deed Book 936 at page 277.

Barbara Ann Smith  
Anthony C. Harper

Caldwell Harper  
Caldwell Harper

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Caldwell Harper sign, seal and as his act and deed deliver the within release and that (s)he, with the other witness subscribed above witnesses the execution thereof.

SWORN to before me this the 17 day of April, 1973.

Anthony C. Harper

Jessie B. Hunt (L.S.)  
Notary Public for South Carolina

My Commission Expires: 1-18-80

together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein—all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRENTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note, and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.