(O)

FILED USDA-FIFREEHVILLE CO. S. C.

Position 5

800x 1.288 #12 751

Form FRA 427-1 SQ 1 3 9REAL TESTATE MORTGAGE FOR SOUTH CAROLINA DERNIE S. TANKERSLEY (INSURED LOANS TO INDIVIDUALS)

WHEREAS, the meteriaged William D. Breker and Cheryl P. Breker.

residing is Greenville County, South Carolina, whose post office address Route 3. Chesley 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 aste(s) or assumption agreement(s), herein called "mote" (if more than one note is described below the word "mote" as used herein shall be construed as referring to each note singly or all notes collectively, as the content 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:

Date of Instrument

Principal Amount

Armual Rate
of Interest

Due Date of Final
Installment

August 24, 1973

\$16,900.00

7 1/4 %

August 24, 2006

and SHEREAS, 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 invare the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

THEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured and sele in term will be the insured lender; and

sote, in tern, 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 loss; 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 "smooth 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 less thereof, and upon the Government's request will assign the note to the Government; and

SHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, are in the event the Covernment 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 we not each such debt shell consultate an indemnity mortgage to secure the Covernment against loss under its insurance endorsement by reason of any default by Borrower:

NOT. THEREFORE, in consideration of the loss(s) 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 fender, to secure performance of Borrower's agreement herein to inferning 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 expectitumes under by the Government, but interest, as hereinalter described, and the performance of every coverant and agreement of Borrower contained herein or in any applementary agreement, Borrower does hereby grant, bargain, sell, release, and assign unto the Government, with general warranty, the following property situated in the State of Greenville

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 16 of The Village, Section I and according to a plat prepared of the said property by Heaner Engineering Company, Inc., October 13, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4R, at Page 52, to which said Plat reference is craved for a more complete description.

FHA 427-1 SC (Rev. 11-2-76).

4000 mm