

OCT 31 11 04 AM '73

DONNIE S. TANKERSLEY

October 31, 1973

KNOW ALL MEN BY THESE PRESENTS, Dated

Terry A. Mitchell and Vivian H. Mitchell

WHEREAS, the undersigned

residing in Greenville County, South Carolina, whose post office address

is Rt. 1, Taylors, South Carolina 29687, South Carolina

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>
October 31, 1973	\$18,500.00	7 3/4 %	October 31, 2006

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And 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 this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, 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 contract 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 holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, Oneal Township, containing 0.53 acres, more or less, on the southern side of Lister Road and on the western side of an unnamed road, being shown and designated on Plat of "Property of Boyd C. Lister", dated May 10, 1973, prepared by T. H. Walker, Jr., R.L.S., and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-C at page 90, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwestern corner of the intersection of Lister Road and an unnamed road and running thence with the western side of said unnamed road, S. 38-37 E. 169.2 feet to an iron pin at the joint corner of the premises herein described and property now or formerly of Jennie D. Hester; thence running with said Hester property S. 64-15 W. 132.6 feet to an iron pin; thence running S. 61-55 W. 17.5 feet to an iron pin at the joint corner of the premises herein described and property now or formerly of Boyd C. Lister; thence running with said Lister property N. 34-55 W. 177.4 feet to an iron pin on the southern side of Lister Road; thence running with the southern side of Lister Road N. 68-06 E. 41 feet to an iron pin; thence running with the curve of the southern side of Lister Road, the chord of which is 35.26 (Rev. 7-1-73)

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