

USDA-FHA
Form FHA 427-1 SC
(Rev. 7-1-73)

Position 5

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GREENVILLE CO. S.C.
REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS, Dated January 23, 1975
WHEREAS, the undersigned Johnny L. Barksdale and Demetria S. Barksdale

residing in Greenville County, South Carolina, whose post office address is Route 4, Kennel Court, 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 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>
January 23, 1975	21,100.00	8½	January 23, 2008

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 facts 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 piece, parcel, or lot of land with the improvements thereon or to be erected thereon, near the Town of Simpsonville, County of Greenville, State of South Carolina, being shown as Lot No. 21 on a Plat of Meadow Acres, Section II, by Jones Engineering Service, dated March 1, 1973, and recorded in Plat Book 5D at Page 11, Office of the Register of Mesne Conveyances for Greenville County, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin on an arc, at cul-de-sac, joint corner of Lots No. 22 and 21 (Kennel Court), and running S. 45-15 W. 150 feet to an iron pin at joint rear corner of Lots No. 22 and 21; thence N. 46-45 W. 264 feet to an iron pin; thence N. 45-15 E. 173 feet to an iron pin, joint rear corner of Lots No. 20 and 21; thence S. 46-05 E. 219.5 feet to an iron pin on curve of cul-de-sac; joint front corner of Lots No. 20 and 21; thence along arc of cul-de-sac S. 4-17 W. 75 feet to the point of beginning.

(over)

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