

FILED
USDA-GREENVILLE CO. S. C.
Form FHA 427-1 SC
(Rev. 7-1-73) 4 28 REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

DONNA S. WAINWRIGHT
W. P. O.

KNOW ALL MEN BY THESE PRESENTS, Dated July 18, 1975
WHEREAS, the undersigned Michael J. Ferguson and Donna M. Ferguson

residing in Greenville County, South Carolina, whose post office address is 202 W. Yellow Wood 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 note(s) or assumption agreement(s), herein called "note" or "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> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| July 18, 1975 | \$22,000.00 | 8 1/8% | July 18, 2008 |

And the note evidences a loan to Borrower, and the Government, at all times, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title X 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 with or without notice 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 in attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indirect mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the fact and as at all times when the note is held by the Government, or in the event the Government should assign this instrument with or without notice 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 on other charges, at all times when the note is held by an insured lender, the performance of Borrower's agreement here to is hereby and shall be harmless the Government against loss under its insurance contract by reason of any default by Borrower, and in any event and at all times to secure the prompt payment of all advances and expenditures made to the Government, with interest, as hereinafter described, and the performance of every request and agreement of Borrower contained herein, or in any supplemental agreement, Borrower does hereby grant, bargain, sell, release, and assign to the Government, with general warranty, the following property situated in the State of South Carolina, County of Greenville:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina on the north side of Yellow Wood Drive, being known and designated as Lot 559 on plat of Section 6, Sheet No. 1 of two sheets, Westwood Subdivision, recorded in the RMC Office for Greenville, S. C. in Plat Book 4-X, Page 100 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Yellow Wood Drive at the joint corner of Lots 559 and 560 and runs thence along the line of Lot 560 N. 53-44 W. 136.2 feet to an iron pin; thence N. 45-20 E. 100 feet to an iron pin; thence along the line of Lot 558 S. 47-57 E. 124.6 feet to an iron pin on the north side of Yellow Wood Drive; thence with the curve of Yellow Wood Drive (the chord being S. 42-17 W. 34.4 feet) to an iron pin; thence continuing with the curve of Yellow Wood Drive (the chord being S. 36-09 W. 52 feet) to the beginning corner.

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

RECORDED

4328 RV.2