

GREENVILLE CO. S.C.
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 RMC OFFICE
 W. M. C. WILKES

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USDA-FHA Form 487 (Rev. 7-1-73) REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS, Dated August 20, 1975
 WHEREAS, the undersigned Charles A. Gardner

residing in Greenville, South Carolina, whose post office address is 113 Newcastle Place, Simpsonville, South Carolina
 herein called "Borrower," are (or) jointly 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 notes (or assumption agreements), 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 Issuance</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
Aug. 20, 1975	\$18,000.00	8 1/8%	Aug. 20, 2008

And the note evidences a loan to Borrower, and the Government, at the time the note was issued, and to insure the payment thereof pursuant to the said insured Farm and Rural Development Act, Title II, of the Housing Act of 1949.

And it is the purpose and intent of this instrument that, at all times when the note is held by the Government, or in the event the Government should assign this instrument, or any portion of the note, this instrument shall insure the payment of the note, but when the note is held by an insured lender, this instrument shall insure the payment of the note in accordance with the terms and conditions thereof, but as to the note and such debt shall constitute an indemnity contract to insure the Government against loss in fact or insurance contract in reason of any default by Borrower.

NOW, THEREFORE, in consideration of the sum of \$18,000.00, when the note is held by the Government, or in the event the Government should assign this instrument, with an insurance of the payment of the note, to wit, the principal amount of the note and all renewals and extensions thereof and any agreements, including the right to assign for the payment of an insurance or other charge, at all times when the note is held by an insured lender, to wit, the sum of \$18,000.00, with an agreement to insure the note and said sum, harmless to the Government against loss in fact or insurance contract in reason of any default by Borrower, and in any event and at all times to secure the prompt payment of all installments and expenses made to the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein, in an additional agreement, Borrower does hereby grant, bargain, sell, release, and assign to the Government, with general warranty, the following interests situated in the State of South Carolina, County of Greenville:

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the northern side of Newcastle Place being known and designated as Lot No. 51 as shown on a plat entitled The Village, Section I, dated October 13, 1972, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R at Page 52, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Newcastle Place at the joint front corner of Lots Nos. 50 and 51 and running thence with the line of Lot No. 50 N. 29-26-39 E. 147.90 feet to an iron pin; thence with the rear lines of Lots Nos. 36 and 35 N. 63-37-41 W. 105 feet to an iron pin at the joint rear corner of Lots Nos. 51 and 52; thence with the line of Lot No. 52 S. 14-19-46 W. 125.79 feet to an iron pin on the northern side of Newcastle Place; thence with the curve of the northern side of Newcastle Place (the chord of which is S. 44-25-45 E. 75 feet) to the point of beginning

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