

USDA-FHA Form FHA 427-1 SC (Rev. 7-1-73) **FILED GREENVILLE, CO. S. C.** **FANT & FANT, ATTYS. Position 5** **1347 PAGE 303**
20 4 REV. 73 **ESTATE MORTGAGE FOR SOUTH CAROLINA**

DONNIE S. TANKERSLEY R.H.C.

KNOW ALL MEN BY THESE PRESENTS, Dated August 27, 1975
WHEREAS, the undersigned Ronald R. Kirk

residing in Greenville County, South Carolina, whose post office address is Lot 575 Alder 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" (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>
Aug. 27, 1975	\$21,800.00	8 1/8	Aug. 27, 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 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 with 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 Davenport Road and the west side of Alder Drive, being known and designated as Lot 575 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 Davenport Rd. at the joint corner of Lots 572 and 575 and running thence along the line of Lot 572 N. 35-30 W. 127.67 feet to an iron pin; thence along the line of Lot 574 N. 49-34 E. 105.5 feet to an iron pin; thence along the line of Lot 576 N. 84-51 E. 70 feet to an iron pin on the west side of Alder Dr.; thence along Alder Dr., S 5-09 E. 125.2 feet to an iron pin at the intersection of Alder Dr. and Davenport Rd.; thence with the intersection of said Drive and Road S. 33-28 W. 39.1 feet to an iron pin on the north side of Davenport Rd.; thence with the curve of Davenport Rd. (the chord being S. 72-05 W. 69.05 feet) to the beginning corner.

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