

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 November 21, 1975

WHEREAS, the undersigned Leonard J. Thackston, II and Vicki S. Thackston

residing in Greenville County, South Carolina, whose post office address is Yellow Wood Drive, Westwood, 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>
November 21, 1975	\$22,300.00	9%	November 21, 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 all improvements thereon, situate, lying and being in Greenville County, South Carolina, on the southwestern side of Yellow Wood Drive, and being known and designated as Lot 565 of Westwood, Section VI, as shown on a plat thereof dated November 18, 1974, prepared by Piedmont Engineers-Architects-Planners, recorded in the Office of the Register of Mesne Conveyances for Greenville County in Plat Book 4X at page 100, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Yellow Wood Drive at the joint front corner of Lots 565 and 566 and running thence with the line of Lot 566, S. 49-56 W., 112 feet to a point in the center line of a creek; thence with the centerline of said creek, the traverse of which is N. 61-29 W. 43.18 feet to a point; thence continuing with the center line of said creek, the traverse of which is N. 33-57 W. 61.68 feet to a point at the joint rear corner of Lots 565 and 564; thence with the line of Lot 564, N. 56-56 E., 134 feet to an iron pin on the southwestern side of Yellow Wood Drive; thence with the southwestern side of Yellow Wood Drive S. 32-11 E., 86 feet to the point of beginning.

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