

FILED
GREENVILLE CO. S. C.

JAN 16 10 38 AM '76

BOOK 1358 PAGE 137

USDA-FmHA
Form FmHA 427-1 SC
(Rev. 8-19-75)

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA
DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made and entered into by _____

Michael H. Hamilton and Wanda M. Hamilton

residing in Greenville County, South Carolina, whose post office address is

402 W. Yellowwood Drive, Simpsonville, South Carolina 29681

herein called "Borrower," and:

WHEREAS Borrower is 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 promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is 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 15, 1976	\$22,900.00	8- 3/4%	January 15, 2009

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 piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, and in the Town of Simpsonville, being shown on a Plat of "Sheet Number 1 of 2, WESTWOOD, Section VI", prepared by Piedmont Engineers, Architects and Planners, which plat is recorded in the R.M.C. Office for Greenville County, in Plat Book 4-X, at Page 100, and being designated as Lot 687 on said plat; having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on Yellow Wood Drive at the joint front corner of Lots 688 and 687 and running thence along joint line of said lots S. 5-10 E., 145.0 feet to an iron pin; thence along rear line of Lot 687 N. 89-55 E., 89.0 feet to an iron pin at the joint rear corner of Lots 687 and 686 and running thence along joint line of said lots N. 5-10 E., 145.0 feet to an iron pin on said Yellow Wood Drive; thence along said drive S. 89-55 W., 86.0 feet to the point of beginning.

(cont.)

FmHA 427-1 SC (Rev. 8-19-75)

0137

4328 RV-2