

GREENVILLE CO. S. C.
USDA-FmHA
Form FmHA 427-1 (Rev. 8-19-75) REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

209 1339 PAGE 796

THIS MORTGAGE is made and entered into by James Booker, Jr. and Shirleen L.

Booker

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

205 Canterbury Street, 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>
June 9, 1976	\$18,300.00	8½%	June 9, 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 tax 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 to 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 with all improvements thereon situate, lying and being in Grove Township and being known and designated as Lot Number 38, Section I as shown on Plat of The Village prepared by Heaner Engineering Company on 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 south side of Canterbury Street at the joint front corners of Lots Nos. 38 and 39 and running thence S. 31-39-43 W. 143.47 feet to a point on the rear lot line of Lot No. 49, joint rear corner of Lots Nos. 38 and 39; thence N. 54-21-42 W. 80 feet to a point on the rear lot line of Lot No. 50, joint rear corner of Lots Nos. 38 and 37; thence N. 31-35-00 E. 138.55 feet to a point on the south side of Canterbury Street; joint front corner of Lots Nos. 37 and 38; thence along the south right-of-way line of Canterbury Street on a curve, the chord of which is S. 57-53-20 E. 80.04 feet to the point of beginning.

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

4328 RV-2.1