

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

FILED  
GREENVILLE, CO. S. C.  
JUL 16 4 59 PM '76  
COMMERCIAL REAL ESTATE MORTGAGE  
R.H.C. BANKERSLEY

BOOK 1372 PAGE 940

THIS MORTGAGE is made and entered into by Jesse H. Robertson and Nadine H. Robertson

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

Greenville, South Carolina

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> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| July 16, 1976             | \$100,000.00            | Five (5%)                      | January 1, 2017                      |

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 tract of land situate, lying and being in the State of South Carolina, County of Greenville, Bates Township, about six miles west of the Town of Marietta, on the south side of Pumpkintown Road (Highway 288), containing 266 acres, more or less. Said property being bounded on the north by Pumpkintown Road and property of Friendship Baptist Church, south and west by South Saluda River (center of river the property line), and east by property of W. T. Batson, Jr., (Plat Book 000, page 58). Said property being the southern portion of an 862 acre tract conveyed to William Mayfield by David Blythe on November 26, 1866, by deed recorded in Volume AA, page 345, and is further identified as Lot 4, Block 1, Sheet 677.3 on property maps of the Greenville County Block Book Department.

This being the same property conveyed to the mortgagors by deed of Hal P. Mayfield, et al, to be recorded herewith.

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