

FILED
GREENVILLE CO. G.

Position 5

USDA-FmHA 427 SC REAL ESTATE MORTGAGE FOR SOUTH CAROLINA
Form FmHA 427 SC (Rev. 8-19-75)
DUNNIE S. T. HARRIS
R.H.C.

BOOK 1376 PAGE 111

THIS MORTGAGE is made and entered into by John H. Foster, Jr. and Mary L. Foster

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

Route 1, Cadillac Court, Travelers Rest, South Carolina 29690,
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>
August 24, 1976	\$20,000.00	8½%	August 24, 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 lot of land in the County of Greenville, State of South Carolina, known and designated as Lot 11 on the east side of Cadillac Court, as shown on plat of Section 2, Coachman Estates, recorded in Plat Book 4R, at Page 29 of the Office of RMC for Greenville County, S. C., and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the east side of Cadillac Court, the joint front corner of Lots 11 and 12, and running thence with the joint line of said lots, N. 59-27 E. 138 feet to an iron pin in rear line of Lot 34; thence with the rear line of lots No. 34 and 35, N. 24-41 W. 130 feet to an iron pin in rear line of Lot No. 9; thence with the rear line of said lot, S. 29-28 W. 40 feet to rear corner of Lot No. 10; thence with the rear line of said lot, S. 39-51 W. 111 feet to an iron pin on the eastern side of Cadillac Court; thence with the eastern side of said Court, S. 20-59 E. 73.1 feet to the point of Beginning.

The within property is the same property conveyed to the mortgagors herein by that certain deed of United States of America, dated June 18, 1976 and which said deed is being filed simultaneously with this instrument in the R.M.C. Office for Greenville County, South Carolina.

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

4328 RV-2