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GREENVILLE CO. S. C.

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P.O. Box 10044  
W. Mille. S.C.  
29603

BOOK 1380 PAGE 149

USDA FmHA

Form FmHA 427-1 SC R.E.M.C. REAL ESTATE MORTGAGE FOR SOUTH CAROLINA  
(Rev. 8-19-75)

THIS MORTGAGE is made and entered into by J. W. Smith and Odessa D. Smith

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

Queens Street, Kings Court S/D, Fountain Inn, South Carolina 29644

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>
Oct. 8, 1976	\$24,000.00	8-1/2%	Oct. 8, 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 (s) 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, together with the buildings and improvements to be constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 24 on plat entitled Kings Court Subdivision, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 4X, Page 78, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in the edge of Queens Street, joint front corner with Lot 25, and running thence along Queens Street, S. 88-35 E., 36 feet; thence continuing along Queens Street, N. 76-21 E., 31.3 feet to an iron pin, joint front corner with Lot 23; thence turning and running along the joint line with Lot 23, S. 34-19 E., 201.4 feet to an iron pin in or near a branch; thence turning and running along said branch, the traverse line of which is S. 62-25 W., 77.6 feet; thence N. 66-52 W., 70.7 feet; thence N. 66-17 W., 88.2 feet to an iron pin in or near said branch, joint rear corner with Lot 25; thence turning and running along the joint line with Lot 25, N. 14-39 E., 137 feet to an iron pin in the edge of Queens Street, the point of beginning.

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

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