

FILED  
GREENVILLE CO. S. C.

Position 5

BOOK 1401 PAGE 96

USDA-FmHA Form FmHA 427-1 SC (Rev. 10-19-76) JUN 15 1977 REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by BONNIE S. TANKERSLEY R.H.F. Lewis Smart, Jr. and Patti B. Smart

residing in Greenville County, South Carolina, whose post office address is Route 5, Carriage Drive, Greenville, South Carolina 29609

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>
May 27, 1977	\$21,700.00	8%	May 27, 2010

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:

678271 RC

ALL that piece, parcel or lot of land in the State of South Carolina, County of Greenville, being known and designated as Lot 36, as shown on plat of COACHMAN ESTATES, Section Two, recorded in plat book 4R page 29, of the RMC Office for Greenville County, S.C., and having according to said plat the following metes and bounds, to-wit:

SC 44

BEGINNING at an iron pin on the northwest side of Carriage Drive, the joint front corner of Lots 36 and 37 and running thence with the joint line of said lots, N. 61-24 W. 124.2 feet to an iron pin joint rear corner of Lots 36, 37, 6 and 7; thence with the rear line of Lot No. 7, S. 22-32 W. 90 feet to an iron pin rear corner of Lot 8; thence S. 30-30 W. 40 feet to an iron pin joint rear corner of Lots 35 and 36; thence with the joint line of said lots S. 73-52 E. 148.6 feet to an iron pin on the northwest side of Carriage Drive; thence with the northwest side of said drive, N. 12-40 E., 105.9 feet to the point of beginning, being the same Property conveyed by Deed of J. H. Morgan recorded May 27, 1977 in Deed Book 1057 Page 451.  
SEE REVERSE

4328 RV-21