

GREENVILLE S. C.

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Position 5

BOOK 1403 PAGE 439

USDA-FmHA
Form FmHA 427-1 SC
(Rev. 10-19-76)

DONNIE S. TANKERSLEY
R.H.C.
REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by JOHN F. BROSSIER, JR. AND SANDRA S. BROSSIER

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

ROUTE 1, BOX 157, FOUNTAIN INN, SOUTH CAROLINA, 29644, 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 7, 1977	\$14,000.00	5	JULY 7, 2018

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 PIECE, PARCEL OR TRACT OF LAND, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON THE EASTERN SIDE OF THE HILLSIDE ROAD (ALSO KNOWN AS THE LEBANON-NEELY FERRY ROAD) IN FAIRVIEW TOWNSHIP, GREENVILLE COUNTY, SOUTH CAROLINA, CONTAINING 29.0 ACRES, MORE OR LESS, SHOWN ON A PLAT MADE AT THE REQUEST OF WALTER THOMPSON, BY J. L. MONTGOMERY, III, RLS, DATED MARCH 29TH, 1974, RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK 5-B, PAGE 92, BEING BOUNDED ON THE WEST BY THE HILLSIDE ROAD: ON THE NORTH BY PROPERTY NOW OR FORMERLY OWNED BY CARRIE WOODS TOLLISON: ON THE EAST BY MARTIN CREEK AND PROPERTY NOW OR FORMERLY OWNED BY JOE K. AND MARGARET G. SMITH: AND ON THE SOUTH BY PROPERTY NOW OR FORMERLY OWNED BY JOHN WILLIAMS, JR., ET AL, REFERENCE TO WHICH PLAT IS HEREBY CRAVED FOR THE METES AND BOUNDS THEREOF.

THE ABOVE DESCRIBED PROPERTY IS THE SAME CONVEYED TO THE MORTGAGORS HEREIN BY DEED OF WALTER L. THOMPSON RECORDED APRIL 19, 1974, IN DEED BOOK 997 AT PAGE 378, R. M. C. OFFICE FOR GREENVILLE COUNTY, S. C.

THIS MORTGAGE IS JUNIOR-IN-LIEN TO THAT CERTAIN NOTE AND MORTGAGE GIVEN BY THE MORTGAGORS HEREIN TO THE FEDERAL LAND BANK OF COLUMBIA RECORDED APRIL 19, 1974, IN MORTGAGE BOOK 1307 AT PAGE 639, R. M. C. OFFICE FOR GREENVILLE COUNTY, S.C., IN THE ORIGINAL SUM OF \$19,500.00.

FmHA 427-1 SC (Rev. 10-19-76)

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