

Farmer's Home Administ.
P. O. Box 10044, F.S.
Greenville, S. C.
USDA-FmHA

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

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

1416 0992

THIS MORTGAGE is made and entered into by Robert G. Tooley and Miriam R. Tooley

residing in Greenville County, South Carolina, whose post office address is
Route 7, Greer, South Carolina 29651, 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>
November 23, 1977	\$28,000.00	Eight	November 23, 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

ALL that piece, parcel or tract of land situate, lying and being near the Town of Greer, in the County of Greenville, State of South Carolina and shown and designated as Lot No. 5 on plat prepared by Terry T. Dill, R.L.S., dated August 15, 1970 and revised September 18, 1970 entitled "Plat of Property of Boyd C. Lister and Sybil L. Lister," said lot being on the northern side of Brown Drive and according to the aforementioned plat recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-H at Page 115, has the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 4 and 5 and running thence with the joint line of said lots N. 12-09 W., 195.5 feet to an iron pin; thence N. 76-55 E., 135.0 feet to an iron pin at the joint rear corner of Lots 5 and 6; running thence with the joint line of said lots S. 13-35 E., 188.0 feet to an iron pin on the northern side of Brown Drive; running thence with the northern side of Brown Drive, S. 73-36 W., 140 feet to an iron pin, point of beginning.

Continued

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

4328 RV-2