

1410 100

Fountain Inn

Mortgagee's address: P.O. Box 10044, Federal Station
USDA-FmHA Greenville, S. C. 29603
Form FmHA 427-1 SC REAL ESTATE MORTGAGE FOR SOUTH CAROLINA
(Rev. 10-19-76)

THIS MORTGAGE is made and entered into by James T. Miller and Patrice C. Miller

residing in Greenville County, South Carolina, whose post office address is
508 N. Main Street, 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 notes 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> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| 12/22/77 | \$17,700.00 | 8% | 12/22/2010 |

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 to 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 loans, and 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 to other charge, but 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 in any event and at all times to secure the prompt payment of all advances and expenditures made to the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein in an 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, Counties of Greenville

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Town of Fountain Inn, on the north-eastern side of Main Street, and being a portion of the property of Babe Gault, sometimes referred to as J. Babe Gault, and having the following metes and bounds, to wit:

BEGINNING at an iron pin at the corner of Babe Gault's property on the northeastern side of North Main Street, which iron pin is situated 534.28 feet, more or less, southeast of the intersection of North Main Street and Weston Street Extension, and running thence N. 31-30 E., 150 feet to an iron pin; thence S. 60-15 E., 53 feet to an iron pin at the corner of J. W. Pollard; thence along the Pollard property, S. 31-38 W., 150 feet to an iron pin; thence N. 60-15 W., 53 feet to the point of beginning.

Being the same property conveyed to James T. and Patrice C. Miller by deed of William Benson McWhite and Lois M. McWhite, to be recorded herewith in the R.M.C. Office for Greenville County.

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