

P.O. Box 10044, Fed. Sta.  
Greenville, S.C. 29603

BOOK 1426 PAGE 391  
Position 5

FILED  
MAR 20 11 34 AM '78  
GREENVILLE COUNTY 422 PAGE 343

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

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by

RALPH S. HENDRICKS  
ANNIE S. TANKERSLEY  
R.M.C.

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

P. O. BOX 278, SIMPSONVILLE, South Carolina 29681

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>
January 23, 1978	\$345,000.00	8%	January 23, 2018 P.S.A.

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 lot of land, with improvements thereon known as Boxwood I Apartments, situate in the State of South Carolina, County of Greenville, within the Town of Simpsonville, on the Northern side of West Georgia Road, containing 1.75 acres, more or less, and having, according to plat entitled "Property of Ben A. Maynard and Georgia M. Maynard" dated November 17, 1964, the following metes and bounds, to-wit: BEGINNING at an iron pin on the Northern side of West Georgia Road in line of other property of Louis A. Fowler and Annie B. Fowler, and running thence N. 0-58 E. 267.5 feet to an iron pin; thence S. 84-42 E. 289 feet to an old iron pin; thence S. 7-40 E. 234 feet to an old iron pin on the Northern side of West Georgia Road; thence with the Northern side of West Georgia Road, S. 88-26 W. 323.6 feet to an iron pin; the beginning corner. This is the identical property conveyed to R. H. Leggett by deed of Ben A. Maynard, et/al, dated March 10, 1969, and recorded in the RMC Office for Greenville County in Deed Book 864, at Page 211.

ALSO, ALL that lot of land, with improvements thereon known as Boxwood II Apartments, situate in the State of South Carolina, County of Greenville, in or near the Town of Simpsonville, containing 2-1/4 acres, more or less, and being described as follows in accordance with a plat entitled Property of R. H. Leggett, prepared by C. O. Riddle Surveyor, dated August, 1970: BEGINNING at a point on the line of property of Ben Maynard, which point is located S 0-53 W, 136.1 feet from the joint front corner of property of Ben Maynard and property of Tommy Nelson Boyce, et al, and running thence along the line of said Maynard property, S 0-53 W, 162.9 feet to an iron pin on the line of said Maynard property; thence continuing along the line of said

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(CONTINUED ON REVERSE)

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