

10-4-1978  
 GREENVILLE CO. S.C.  
 113  
 3  
 4  
 REAL ESTATE MORTGAGE FOR SOUTH CAROLINA  
 DONNIE S. FARMERLEY  
 R.M.C.

BOOK 1446 PAGE 718  
~~BOOK 1448 PAGE 138~~

USDA-FmHA Form FmHA 427-1 SC (Rev. 10-25-77)  
 REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

C THIS MORTGAGE is made and entered into by Floyd Lee Fox and Mary Jane R. Fox,

residing in Greenville County, South Carolina, whose post office address is  
113 West Drive, Coleman Heights, Travelers Rest, South Carolina 29690  
 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>
October 3, 1978,	- \$31,500.00 -	- 8 1/2%	- Oct. 3rd - 2011 -

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 certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, shown and designated as Lot 113 on Plat entitled "Coleman Heights," prepared by Terry T. Dill, dated February, 1958, and recorded in the R.M.C. Office for Greenville County, in Plat Book RR, at Page 115, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of West Drive at the joint front corner of Lots 108 and 113, and running thence with the joint line of said lots, S. 66-35 W., 297.4 feet to an iron pin in the property now or formerly of Mrs. J. N. Bates; thence along the line of said property, S. 17-01 E., 151 feet to an iron pin at the joint rear corner of Lots 113 and 114; thence with the joint line of said lots, N. 66-46 E., 313.6 feet to an iron pin on the Western side of West Drive; thence with the Western side of West Drive, N. 23-05 W., 150.1 feet to the point of beginning, and being the same property conveyed to the mortgagors herein by deed of Arthur Glattli and Harriet M. Glattli, dated October 3, 1978,

R. Reed

4328 RV-2