

**BORG, BLACK & GASTON**

FILED  
SHELLVILLE CO. S. C.  
FEB 16 2 49 PM '79  
Position 5

1-207 754

USDA-FmHA  
Form FmHA 427-1 SC  
(Rev. 10-25-77)

DONNIE S. JAMES  
REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

**CHRISTINE T. SMITH**

THIS MORTGAGE is made and entered into by \_\_\_\_\_

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

501 Canterbury Street, 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>
2/15/79	\$20,500.00	8.75%	February 15, 2012

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, in 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 in the event of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s) and as 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, at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and to harmless the Government against loss under its insurance contract in the event 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 warrants, the following property situated in the State of South Carolina, County of Greenville

situate, lying and being on the southern side of Canterbury Street and being known and designated as Lot No. 28 of THE VILLAGE, Section 1, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 52, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This is the same property conveyed to the mortgagor herein by deed of The United States of America, Farmers Home Administration, dated January 18, 1979, to be recorded simultaneously herewith.

3.5001

FmHA 427-1 SC (Rev. 10-25-77)

4328 RV.2