

Position 5

BOOK 1432 PAGE 823

USDA-FmHA  
Form FmHA 427-1 SC  
(Rev. 10-12-78)

FILED  
GREENVILLE CO. S. C.  
OCT 1 3 58 P.M.  
REAL ESTATE  
W. W. WALKERSLEY  
P.M.C.

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by Barry S. Eskew and Kathryn R. Eskew

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

Route 1, Box 244 A, Marietta, S. C., South Carolina 29661,

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 1, 1979	\$31,000.00	9%	October 1, 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, 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 \_\_\_\_\_:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as 2.0 acres on plat of property of Barry S. Eskew and Kathy K. Eskew, recorded in Plat Book 7Q at page 10 of the RMC Office for Greenville County and having the courses and distances as shown on said plat.

Being a portion of the property conveyed by Charles A. Zimmerman, Jr. and Ann Talma Zimmerman by deed recorded August 25, 1977 in Deed Book 1063 at page 457.

Also all of our right, title and interest in and to that certain 50 ft. right of way for ingress and egress shown on the above plat, and a 25 ft right of way for ingress and egress described in deed from Michael W. Green and Paul Green recorded in Deed Book 1063 at page 459.