

O 445

USDA-FHA
Form FHA 427-1 S.C.
(10-15-61)BOOK 889 PAGE 257
BOOK 69 PAGE 446REAL ESTATE MORTGAGE FOR SOUTH CAROLINA
(INSURED INDIVIDUAL FO, LH OR SW LOAN)

KNOW ALL MEN BY THESE PRESENTS, Dated May 4, 1962.

WHEREAS, the undersigned HUBERT PITTS

residing in Greenville County, South Carolina, whose post office address is Route #1, Fountain Inn, South Carolina, herein called "Borrower," are (n) duly 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 a certain promissory note, herein called "the note," dated May 19, 1962, for the principal sum of Ten Thousand and No/100 Dollars (\$10,000.00), with interest at the rate of Five percent (5%) per annum, executed by Borrower and payable to the order of the Government in installments as specified therein, the final installment being due on May 4, 1982. Such note authorizes acceleration of the same indebtedness at the option of the Government upon any default by Borrower; and

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949, as amended; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government, will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest; and

WHEREAS, at all times when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement will be entitled to a specified portion of the interest payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government should Borrower violate any covenant or agreement contained herein, in the note, or in any supplementary agreement; and

WHEREAS, 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 the instrument without insurance of the note, this instrument shall secure payment of the note, but when the note is held by an insured lender, 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 endorsement by reason of any default by Borrower.

NOW, THEREFORE, in consideration of said note and for other good cause shown,

FILED
GREENVILLE CO. S.C.

DEC 6 9 45 AM '79

DONNIE S. TANKERSLEY
R.M.C.

2.00 U.S.H.

18727

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THE DEBT HEREBY SECURED IS PAID IN FULL AND THE LIEN OF THIS INSTRUMENT IS
SATISFIED. RECURRED THIS 27th DAY OF NOVEMBER 1979 PURSUANT TO DELEGATION
OF AUTHORITY APPEARING IN TITLE 7, PART 1866, CODE OF FEDERAL REGULATIONS.

WITNESSES:

Betty C. Pitts
Suzie R. McFay
LUCILLE R. MCFAHEY
Frank K. Tridwell, County Super.
GRANVILLE COUNTY, SOUTH CAROLINA
FARMERS HOME ADMINISTRATION, USDA

1ng
3
sk;
-30
ence
re
the
11-
1.
1.

FHA 427-1 S.C. (10-15-61)

4328 RV-2