

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SECURITY ADMINISTRATION  
TENANT PURCHASE DIVISION

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS:

That, whereas the undersigned, James K. Traynham

of the county of Greenville, State of South Carolina, hereinafter called Mortgagor, has become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, hereinafter called Mortgagee as evidenced by one certain promissory note, dated the 19th day of September, 1941 for the principal sum of Five Thousand Ninety-five and 00/100 Dollars (\$ 5,095.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided, the first installment of Two Hundred Twenty and 41/100 Dollars (\$ 220.41) being due and collectible on the 31st day of December, 1942, the next succeeding thirty-eight installments; and annually thereafter, and the fortieth installment, either thirty-nine years thereafter or forty years from the date of said note, whichever date is the earlier; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extensions or renewals thereof, and any agreements supplementary thereto, and any additional indebtedness accruing to Mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained.

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Mortgagee the following described real estate situated in the county of Greenville, State of South Carolina, to-wit:

All that certain piece, parcel or tract of land in Oaklawn Township, in the County, of Greenville, State of South Carolina, on the southwest side of Dunklin Bridge Road, containing 99.10 acres, more or less, according to a plat of the estate of Mary J. Clisland made by W. J. Riddle, Surveyor, June 1941, being recorded in Book 2, page 21, public records of Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the northeast side of Dunklin Bridge Road at the corner of property of the W. H. Rice Estate, and running thence with line of property of said Rice Estate South 31 degrees 35 minutes West 1464.5 feet to an iron pin, corner of Fred Watkins property; thence with Watkins line South 47 degrees 48 minutes East 380 feet to an iron pin, corner of property of John Chapman; thence with said Chapman line South 39 degrees 43 minutes East 1,282 feet to a stone; thence still with said Chapman line South 3 degrees 08 minutes West 1,184 feet to an iron pin in Horse Creek; thence with said Horse Creek as the line the following courses and distances; North 77 degrees 00 minutes East 390 feet; thence North 62 degrees 00 minutes East 315 feet; thence North 44 degrees 45 minutes East 318 feet; thence South 89 degrees 00 minutes East 118 feet; and thence South 46 degrees 00 minutes East 225 feet to a water oak in the southeast side of a country road; thence with the center of said road as the line North 40 degrees 00 minutes east 162 feet; thence North 30 degrees 05 minutes East 1,061 feet to a stake in the center of the intersection of said county road and the Dunklin Bridge Road; thence North 42 degrees 30 minutes West 585.5 feet to a point just northeast of the Dunklin Bridge Road; thence North 50 degrees 30 minutes West 226 feet; thence North 50 degrees 30 minutes West crossing Dunklin Bridge Road, 1,532 feet to a point in the old Road, which is also the line; thence North 28 degrees 30 minutes West 266 feet; thence North 18 degrees 41 minutes West 589.1 feet crossing Dunklin Bridge Road to the beginning corner, bounded on the north by property of W. H. Rice Estate and on the east by Dunklin Bridge Road, on the south by a county road and Horse Creek, and on the West by lands of John Chapman and Fred Watkins.

Being the same land that was conveyed to James K. Traynham by a certain deed made by Chas. E. Robinson as Trustee, dated September 19, 1942 and intended to be recorded simultaneously herewith;

together with all rents and other revenues or incomes therefrom, and all and singular the rights, powers, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property";

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and his assigns forever.

MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby warrant and forever defend all and singular the said property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same, or any part thereof, and does hereby and by these presents covenant and agree:

- To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or the Mortgagee's rights and interests therein under this Mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.
- Immediately upon the execution of this mortgage to provide, and thereafter continuously to maintain fire insurance policies and such other insurance policies as Mortgagee may then or from time to time require upon the buildings and improvements now situate or hereafter constructed in or upon said Property. Said fire and other insurance policies shall be deposited with the Mortgagee and shall be with companies in amounts and on terms and conditions approved by Mortgagee.
- Personally and continuously to use said property as a farm, and for no other purpose; at all times to maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property; neither to cut nor remove any timber therefrom, nor to remove, or permit to be removed, gravel, oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purposes; promptly to effect such repairs to said property as Mortgagee may require; to institute and carry out such farming practices and farm and home management plans as Mortgagee shall, from time to time, prescribe; and to make no improvements upon said Property without consent by Mortgagee.
- To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note, and in any extensions or renewals thereof, and in any agreements supplementary thereto, and in any loan agreement executed by Mortgagee on account of said indebtedness, and in this mortgage contained.
- To comply with all laws, ordinances and regulations affecting said property or its use.
- That the indebtedness hereby secured was expressly loaned by the Mortgagee to the Mortgagor for the purpose of purchasing this said property, and that the Mortgagee did use said moneys to purchase same.
- The Mortgagee, its agents and attorneys, shall have the right at all times to inspect and examine said property for the purpose of ascertaining whether or not the security given is being lessened, diminished, depleted or impaired, and if such inspection or examination shall disclose, in the judgment of the Mortgagee, that the security given or property mortgaged is being lessened, diminished, depleted or impaired, such conditions shall be deemed a breach of the covenants of the mortgage on the part of the Mortgagor.
- That all of the terms and provisions of the note which this mortgage secures, and of any extensions or renewals thereof, and of any agreements supplementary thereto, and of any loan agreement executed by Mortgagee on account of said indebtedness, are hereby incorporated in and made a part of this mortgage as if the same were set out in full herein, and shall be construed with said Mortgage as one instrument.
- That without Mortgagee's consent, no final payment of the indebtedness herein secured shall be made, nor shall a release of Mortgagee's interest in and to said property or lien be made, within five years from and after the date of the execution of this mortgage.
- That all awards of damages up to the amount of the indebtedness of Mortgagor to Mortgagee in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee who may apply same to payment of the installments last to become due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances therefor and to appeal in the name of Mortgagor or Mortgagee from any such award.

*Handwritten signatures and stamps:*  
James K. Traynham  
Chas. E. Robinson as Trustee  
RECORDED AND INDEXED  
CANCELED  
SEP 23 1942  
FOR GRANTING OF MORTGAGE  
COUNTY, S.C.