

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SECURITY ADMINISTRATION
TENANT PURCHASE DIVISION

*In Release, see A.G. M. Book 214
Page 201*

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS:

That, whereas the undersigned, Harper S. Collins

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 5th day of June, 1943, for the principal sum of Thirty-seven Hundred Fifty and No/100 Dollars (\$ 3,750.00), 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 One Hundred Sixty-two and 21/100 Dollars (\$ 162.23) being due and collectible on the 31st day of December, 1943, the next succeeding thirty-eight installments, annually thereafter, and the fortieth installment, either thirty-nine years hereafter 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 accrues 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 those pieces, parcels and tracts of land, situate, lying and being in Greenville Township,

Greenville County, State of South Carolina, as follows:

TRACTS NO. 1, 2 and 3, containing in the aggregate 87.55 acres, according to a plat of same prepared by B. F. Wiggington, Surveyor, September 7, 1925, recorded in the S. M. C. Office for Greenville County, South Carolina, in Plat Book N, page 83, the combined tracts having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Greenville Piedmont Highway at the Northeast corner of property now or formerly belonging to Dr. N. T. Richardson and running thence North 76 degrees West 42.00 chains to an iron pin; thence continuing the same course 2 1/4 chains to a stone; thence South 33 1/4 degrees West 8.50 chains to a stone; thence North 45-3/4 degrees West 2.00 chains to a stone; thence South 23-3/4 degrees West 14.10 chains to a birch tree on the East bank of Saluda River; thence in a Northwesterly direction up the said river and following the meanders thereof 28.90 chains, more or less, to a maple on the East bank of said river; thence North 1 1/2 degrees West 6.90 chains following the meanders of said river to a pine on the East bank of said river; thence South 76 degrees East 57.90 chains to an iron pin in the center of Greenville Piedmont Highway; thence with the center of said highway South 16 1/2 degrees East 6.73 chains to the beginning corner. The said tracts of land be bounded on the North by lands now or formerly belonging to Eskew; on the East by the Greenville Piedmont Highway; on the Southeast and Southwest by lands now or formerly belonging to Dr. N. T. Richardson, and on the Southwest and West by Saluda River;

TRACT NO. 4, containing 5 acres, more or less, according to a plat prepared by W. F. Adkins, surveyor, August 8, 1939, and recorded by the S. M. C. Office for Greenville County, South Carolina, in Plat Book N, page 83, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Greenville Piedmont Highway, at the Northeast corner of property of J. E. Wakefield and running thence North 70 1/2 degrees West 633.6 feet to a stone; thence North 53 1/2 degrees East 3196 feet to a stone; thence North 33 degrees East 224.4 feet to a stone; thence South 73 degrees East 198 feet to an iron pin in the center of Greenville Piedmont Highway; thence with the center of Greenville Piedmont Highway South 4 degrees West 601.2 feet to the beginning corner. Being bounded on the North, Northwest and West by lands now or formerly belonging to Dr. N. T. Richardson; on the South, East and South by lands now or formerly belonging to J. E. Wakefield and on the Southeast, East and Northeast by the Greenville Piedmont Highway.

Being the same land that was conveyed to Harper S. Collins

Mrs. Fannie Hall, dated June 20, 1943, by a certain deed made by

simultaneously herewith; together with all rents and other revenues or incomes therefrom, and all and singular the rights, members, 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 herein designated as "said property";

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and its 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 inculcate 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 Mortgagor 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 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.

RECORDED AND INDEXED OF
S. M. C. OFFICE FOR GREENVILLE COUNTY, S. C.
JUN 20 1943