

USDA-FHA
Form 1HA 427-1 SC
(Rev. 7-1-73)

GREENVILLE S.C. 29681
JUL 21 2 43 PM '75
CLANNE S. W. SHELLEY
REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

1344 592

KNOW ALL MEN BY THESE PRESENTS, Dated July 23, 1975
WHEREAS, the undersigned Robert H. Miller and Mary S. Miller

residing in Greenville County, South Carolina, whose post office address is 205 Cheyenne Drive, Simpsonville, South Carolina 29681 herein called "Borrower," are (is) justly 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 certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further 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>
July 23, 1975	\$19,200.00	8 1/8 %	July 23, 2008

And the note evidences a loan to Borrower and the Government, at its option, may pay at the rate and insure the payment thereof pursuant to the Consolidated Farm and Rural Investment Act, in Title V of the Housing Act of 1949.

And as the purpose and effect 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 assurance 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 indenture mortgage to secure the Government against loss under its insurance contract in reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan and as at all times when the note is held by the Government, or in the event the Government should assign this instrument without assurance 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 guaranty for the payment of an insurance or other charge, and at all times when the note is held by an insured holder, to secure performance of Borrower's agreement hereunder to defend and save harmless the Government against all orders, judgments, decrees, suits, claims, demands, damages, costs, expenses, and losses in any event and at all times to secure the prompt payment of all advances and expenditures made to the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein, in an additional 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 of Greenville

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the Town of Simpsonville, Austin Township, being shown as Lot No. 75 on Plat of Section 1 of WESTWOOD Subdivision, prepared by Piedmont Engineers & Architects, dated March 26, 1970, and recorded in the RMC Office for Greenville County in Plat Book 4-F at page 21.

A more particular description of said above numbered lot may be had by reference to said plat.

1HA 427-1 SC (Rev. 7-1-73)

4328 RV-2 J