

USDA-FmHA  
Form FmHA 427-1 SC  
(Rev. 8-19-75)

GREENVILLE  
REAL ESTATE MORTGAGE FOR SOUTH CAROLINA  
R.M.C. OFFICE

THIS MORTGAGE is made and entered into by Jessie J. Starks, Jr. and Georgia E. Starks

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

6 Roosevelt Avenue, Travelers Rest, South Carolina 29690,  
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>
April 26, 1977	\$2,110.00	8%	April 26, 2010

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 Greenville  
ALL of those pieces, parcels, or lots of land, situate, lying and being in the Township of Bates, County of Greenville, State of South Carolina, and being known and designated as Lot No. 7 and a portion of Lot No. 6, Section C, Roosevelt Heights Subdivision, according to a plat prepared of said property by J. Mac Richardson, RLS, March, 1950, and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book W, at Page 129, and according to a plat prepared of said property by W. R. Williams, Jr., RLS, February 1, 1973, having the following courses and distances, to-wit:

BEGINNING at an iron pin on the Northwestern intersection of Roosevelt Avenue and Mills Street and running thence with Roosevelt Avenue, S. 68-45 W. 83 feet to an iron pin on the edge of Roosevelt Avenue; thence running with a new line through Lot 6, N. 21-15 W. 150.1 feet to an iron pin; thence, N. 70-24 E. 83 feet to an iron pin on the edge of Mills Street; thence running with Mills Street, S. 21-15 E. 147.7 feet to an iron pin at the intersection of Roosevelt Avenue and Mills Street, the point of Beginning.

It is understood and agreed that the within mortgage is equal in rank to that certain mortgage heretofore given by the mortgagors to the mortgagee dated May 17, 1975 and which said mortgage was recorded in the R.M.C. Office for Greenville County, S. C., on May 19, 1975, in Mortgage Book 1339, at Page 420. A default under the terms and provisions of the aforesaid mortgage shall likewise constitute a FmHA 427-1 SC (Rev. 8-19-75) default of the within mortgage.

4328 RV-23