

GREENVILLE CO. S. C.

MAY 10 12 45 PM '77

BOOK 1397 PAGE 140

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

DONNIE S. TANKERSLEY
REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by JAMES B. EVANS and ROBBIE L. EVANS

residing in Greenville County, South Carolina, whose post office address is
209 Moore Street, Simpsonville, South Carolina 29681

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>
May 5, 1977	\$23,600.00	eight (8%)	

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, (in the Town of Fountain Inn) being known and
designated as Lot No. 51 of Subdivision known as KINGS COURT, said plat being prepared by R. B. Bruce, R.L.S., dated December 4, 1972, revised September 4, 1973, and recorded in the RMC Office for Greenville County in Plat Book 5-D at page 30 and having according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the South side of N. Kings Drive at the joint front corner of Lots Nos. 50 and 51 and running thence with the joint line of said lots S. 8-42 W. 135.8 feet to a point at the joint corner of Lots 50, 51, 52 and 53; thence with the joint line of Lots Nos. 51 and 52, N. 74-42 W., 169.7 feet to a point on the road; thence with the edge of said road N. 22-34 E., 63.5 feet to a point at the intersection of roads; thence with said intersection, N. 54-55 E., 42.2 feet to a point on the South side of N. Kings Drive; thence with the South side of said N. Kings Drive, N. 87-0 E., 125.6 feet to the beginning corner.

Being the same property conveyed to the mortgagors herein by deed of Frank Ulmer Lumber Co., Inc., of even date herewith, to be recorded. See also Deed Volume 1013 at page 157.

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