

USDA-FmHA
Form FmHA 427-1 SC
(Rev. 10-25-77)

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

FILED
GREENVILLE CO. S. C.
SEP 20 11 27 AM '78
SCARLETT S. TAYLOR
CLERK

BOOK 1444 PAGE 828

THIS MORTGAGE is made and entered into by George R. Whitener and Mary S. Whitener

residing in Greenville County, South Carolina, whose post office address is
Route 1, Rabbit Road, 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>
Sept. 19, 1978	\$25,000.00	8 1/2 %	Sept. 19, 2011

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 that certain piece, parcel, or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and according to a plat prepared of said property by Charles K. Dunn and Dean C. Edens Associates, Surveyors, June 26, 1975, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-M, at Page 82, having the following courses and distances, to-wit:

BEGINNING at a point in or near the center of Rabbit Road, which said point is 362 feet, more or less, south of an old power line and running thence, N. 65-53 E. 420 feet to an iron pin; thence, S. 19-17 E. 211 feet to an old iron pin; thence, S. 65-53 W. 420.9 feet to a point in or near the center of Rabbit Road; thence running with said road, N. 19-07 W. 210 feet to a point in or near the center of said road, the point of Beginning.

For derivation to the within property, see Deed of Lela Jane Bayne, dated June 27, 1975, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1020, at Page 420 and deed of Lillian B. Taylor and Faye B. Stegall, dated September 13, 1978, and being recorded in the R.M.C. Office for Greenville County, South Carolina simultaneously with the recording of this instrument.

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