

GREENVILLE CO. S. C.

1458 JAN 9

JAN 25 3 42 PM '79

DONNIE S. TANKERSLEY YOUNGS GROSS, GAULT & SMITH
R.M.C.

USDA-FmHA

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

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by JAMES T. COX AND SUZANNE H. COX

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

Route 2, Paris Drive, Taylors, South Carolina 29687,

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 notes 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>
January 24, 1979	\$33,400.00	8 3/4 %	January 24, 2012

And the note evidences a loan to Borrower, and the Government, at all times, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title X 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 with or 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 independent mortgage to secure the Government against loss under its insurance contract in the event of any default by Borrower.

NOW, THEREFORE, in consideration of the sum of \$33,400.00, at all times when the note is held by the Government, or in the event the Government should assign this instrument with or without insurance 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 fee, and at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and hold harmless the Government against loss under its insurance contract in the event of any default by Borrower, and 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 or in any supplementary agreement, Borrower does hereby grant, bargain, sell, release, and assign, with general warranty, the following property situated in the State of South Carolina, County of Greenville

All those certain pieces, parcels or lots of land, situate, lying and being known and designated as Lot 45, Paris View Subdivision Section 1, according to a plat prepared of said Subdivision by J. D. Calnis, R.L.S., April, 1961, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book VV, at Page 101, and to which reference is made for a more particular description thereof.

This being the same property conveyed to the mortgagor herein by deed of Brown Enterprises of S. C., Inc. to be recorded in the R.M.C. Office for Greenville County on even date herewith.

3.5UCI

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

4328 RV-2