

(continued)

BEGINNING at a point in the center of Fork Shoals Road at the corner of a 31.25 acre tract and running thence with said tract, S. 16-35 E. 2,163.4 feet to an iron pin on line of property now or formerly of Charles King; thence S. 65-15 E. 528.6 feet to an iron pin; thence N. 12-40 E. 1,314 feet to an iron pin; thence N. 20-30 W. 372.5 feet to an iron pin; thence N. 71-30 E. 158.4 feet to an iron pin; thence N. 25-30 W. 1,325 feet to an iron pin on the southern side of Fork Shoals Road; thence N. 11-20 W. 25 feet to a point in the center of said road; thence with said road, S. 46-30 W. 355 feet to a point; thence still with said road, S. 57-50 W. 688 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Roland J. Lupu and Joyce S. Lupu recorded in the RMC Office for Greenville County, S. C. in Deed Book 1083, at Page 691, on July 24, 1978.

ALSO: ALL that certain piece, parcel or tract of land, with all improvements thereon, located, lying and being in the County of Greenville, State of South Carolina, containing 38.89 acres in accordance with plats made by James L. Strickland, RLS, for J. H. McKittrick Estate, dated September, 1978, and being more fully described in accordance with said plats, to-wit:

BEGINNING at an iron pin on the Western side of S. C. Highway No. 50 (also known as Old Hundred Road), joint corner with property of Elvira Thompson J. McKittrick, Madge M. Abercrombie, S. H. McKittrick, and Louise McKittrick and Thomas Jahue Milford, and running thence along said highway, S. 14-22 E. 28.3 feet to an iron pin; thence S. 18-21 E. 326.3 feet to an iron pin; thence S. 23-09 E. 1157.9 feet to an iron pin;

(See Addendum attached hereto)

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.

10.9.2

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