

## GREENVILLE CO. S.C.

JUL 2 4 37 PM '74

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USDA-FHA  
Form FHA 427-1 SC  
(Rev. 7-1-73)

CONNINGTON MERSLEY  
R.H.C.

## REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS, Dated July 2, 1974  
WHEREAS, the undersigned James M. & Rhonda P. Sherlin

residing in Greenville, County, South Carolina, whose post office address is Route # 3, Barclay Drive, Travelers Rest, South Carolina 29690, herein called "Borrower," are (is) justly 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 certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further 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>
<u>July 2, 1974</u>	<u>\$20,600.00</u>	<u>8½</u>	<u>7-2 -2007</u>

And the note evidences a debt 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 indefinite mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loans and 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 supplemental 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 of Greenville:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 50 on a plat of Sunny Slopes, prepared by C. O. Riddle, dated May 19, 1972 and recorded in Plat Book 4-R at page 3, in the R.H.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on Barclay Drive, at the joint front corner of lots 49 and 50 and running thence with the line of said lots S. 73-54 E. 248.7 feet to an iron pin at the joint rear corner of lots 49 and 50 on the line of lot 41; thence with the line of lot 41, S. 18-27 W. 52.6 feet to an iron pin at the joint corner of lots 40 and 41; thence continuing along the rear line of lot 50, S. 53-18 W. 75 feet to an iron pin on the line of lot 40 at the joint rear corner of lots 50 and 51; thence with the joint line of lots 50 and 51, N. 64-21 W. 207.7 feet to an iron pin at the joint front corner of lots 50 and 51 on Barclay Drive; thence along Barclay Drive, N. 21-03 E. 45.5 feet to an iron pin; thence continuing along Barclay Drive N. 16-06 E. 32.4 feet to an iron pin, the point of beginning.

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