

USDA-FHA
Form FHA 4271 SC
(Rev. 7-1-73)

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

100-1048 R-733

9793

KNOW ALL MEN BY THESE PRESENTS, Dated August 22, 1975
WHEREAS, the undersigned Ricky S. Banks and Debra E. Banks

residing in Greenville, County, South Carolina, whose ~~MAXIMUM ADDRESS~~ is 1303 Davenport Road, Simpsonville, South Carolina 29681, herein called "Borrower," are (is) jointly 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," or 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:

Date of Instrument	Principal Amount	Annual Rate of Interest	True Date of Final Installment
August 22, 1975	\$22,000.00	8 1/8%	August 22, 2008

And the note evidences a loan to Borrower, and the Government, of any time, for any of the above and such other payment thereof pursuant to the Consolidated Farm and Rural Development Act of the House of Commons.

And it is the purpose and intent of this instrument that, in the event there should be a default by the Borrower to the Government, or if the event the Government should assign this instrument with or without the note, this instrument shall be for the payment of the note, but after the note is held by an assignee/borrower, this instrument shall not become payment of the note in default to the assignee/borrower, but as to the note and such debt shall constitute an obligation in charge to the assignee/borrower to the Government against whom under no circumstance contract to remain if any default by Borrower.

NOW, THEREFORE, in consideration of the above and other and sometimes hereinafter to be held by the Government, and in the event the Government should assign this instrument with or without the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any expenses, costs and attorney's fees incurred by the Government in collecting the same, Borrower, at all times when the note is held by an assignee/borrower, agrees to the performance of the following covenants and save harmless the Government against any action, claim or cause of action, for default on the part of Borrower, and to pay and at all times to secure the prompt payment of all debts and expenditures made to the Government, with interest as hereinbefore described, and the performance of every covenant and agreement of Borrower, signed hereto, in a supplemental agreement, Borrower does hereby grant, release, and assign to the Government, who before executing the same will be incorporated in the State of South Carolina, County, as Greenville.

All that piece, parcel or lot of land situate, lying and being on the Northern side of Davenport Road in the Town of Simpsonville, County of Greenville, State of South Carolina, being known and designated as Lot No. 572 as shown on a plat entitled "Westwood, Section VI", prepared by Piedmont Engineers, Architects & Planners, dated November 18, 1974, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-X at page 100 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Davenport Road at the joint front corner of Lots Nos. 572 and 573 and running thence with the line of Lot No. 575 N. 35-30 W. 127.67 feet to an iron pin in the rear line of Lot No. 574; thence with the rear lines of Lots Nos. 574 and 573 N. 49-34 E. 130 feet to an iron pin at the joint corner of Lots Nos. 571 and 572; thence with the line of Lot No. 571 S. 19-21 E. 63.45 feet to an iron pin in the line of property of Janie D. Detreville; thence with the line of the Detreville property N. 84-55 E. 90.3 feet to an iron pin on the Northern side of Davenport Road; thence with the Northern side of Davenport Road N. 62-34 E. 70 feet to the point of beginning.

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