

USDA, FHA
GREENVILLE CO. S. C.
Form FHA 427-1 SC
(Rev. 7-1-73)

Position 5

1357 PAGE 503

404 REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

DONNIE S. TANNERSLEY
R.M.C.

KNOW ALL MEN BY THESE PRESENTS, Dated April 27, 1976

WHEREAS, the undersigned Roland J. Lupu and Joyce S. Lupu

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

is South Carolina,
herein called "Borrower," are (a) 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>
April 27, 1976	\$45,000.00	5 3/8	January 1, 2016

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 indentured 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 so made and as 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, (a) 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 (b) 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, Counties of Greenville:

ALL that piece, parcel or tract of land, with improvements thereon, situate, lying and being on Fork Shoals Road in the County of Greenville, State of South Carolina and known and designated as a 53.75 acres tract on plat of property of T. M. and Joe A. Garrett by Dalton & Neves dated December, 1938 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at a point in the center of Fork Shoals Road at the corner of a 31.25 acres 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.

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