GREENVILLE CO. S. C.

FILE

FEB 2 19 PM '77

DONNIE S. TANKERSLEY R.M.C.

USDA-FmHA
Form FmHA 427-1 SC
(Rev. 8-19-75)

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by ___Ray A. Hathaway and Martha P. Hathaway___

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

___Route 3, Fernleaf Drive, Travelers Rest,___ , South Carolina 29690 ,

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 note(s) 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:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
February 1, 1977	$23,800.00	8%	February 1, 2010

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 indemnity 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(s) and (a) 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 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, County(ies) of ___Greenville___

ALL of that 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. 141 of Sunny Slopes Subdivision, Section Two, according to a plat prepared of said property by C.O. Riddle, Surveyor, February 8, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4R, at Page 67, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Fernleaf Drive, joint front corner of Lots 141 and 142 and running thence with the common line of said lots, S. 74-01 E. 150 feet to a point; thence running with the common line of Lots 141 and 139, N. 15-59 E. 80 feet to a point, joint rear corner of Lots 140 and 141; thence running with the common line of Lots 140 and 141, N. 74-01 W. 150 feet to a point on the edge of Fernleaf Drive; thence running with the edge of said Drive, S. 15-59 W. 80 feet to a point on the edge of said Drive, the point of Beginning.

The within property is the same property conveyed to the mortgagors herein by that certain deed of Brown Enterprises of S. C., Inc. of even date herewith and which said deed is being filed simultaneously with this instrument in the R.M.C. Office for Greenville County, South Carolina

FmHA 427-1 SC (Rev. 8-19-75)