

Box 10044, F.S.
Greenville, S.C. 29602

GREENVILLE

Position 5

BOOK 1391 PAGE 133

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 J & H Properties, a South Carolina General Partnership, composed of W. Tully Johnson and T.ague G. Harris, Jr. residing in and doing business in Greenville County, South Carolina, whose post office address is P. O. Box 10255, Greenville, S. C. 29603, South Carolina, 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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
March 7, 1977	\$144,000.00	%	March 7, 2017

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 that lot of land with improvements thereon known as Fairview Apartments, situate in the State of South Carolina, County of Greenville, Town of Fountain Inn, consisting of five (5) adjoining lots being known and designated as Lots No. 1, 2, 3, 6 and 7 on a plat of property of J. C. Drummond prepared by J. D. Calmes, Jr., dated November, 1962 and recorded in the RMC Office for Greenville County in Plat Book DD, at page 73 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the Northern edge of Fairview Street at the southeastern corner of Lot No. 7 and running thence along the Northerly edge of said Fairview Street, S57-25W 150 feet to an iron pin at the joint front corner of Lots 5 and 6; thence N4-44E 116.6 feet to an iron pin at the joint rear corner of Lots 3 and 4; thence with the line of Lot No. 4, N89-40W 144.2 feet to an iron

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