

LEATHERWOOD, WALKER, TODD & MANN

GREENVILLE CO. S. C.

NOV 23 10 51 AM '77

BOOK 1398 PAGE 73

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

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

JOHNNIE S. TANNER

THIS MORTGAGE is made and entered into by Paul H. Sims and Johnnie R. Sims

residing in Greenville County, South Carolina, whose post office address is \_\_\_\_\_, 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>
April 28	\$22,200.00	8	April 28, 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 that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 686 according to a plat entitled "Westwood, Section VI" said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 4X at Page 100 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Yellow Wood Drive at the joint front corner of Lots 687 and 686 and running thence with the line of Lot 687, S. 5-10 E. 145 feet to a point in the joint rear corner of Lots 686 and 697; thence with the line of Lot 697, N. 89-55 E. 86 feet to a point in the rear joint corner of Lots 686 and 685; thence with the line of Lot 685, N. 5-10 W. 145 feet to a point on the southern side of Yellow Wood Drive; thence with the southern edge of Yellow Wood Drive, S. 89-55 W. 86 feet to the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Artistic Builders, Inc., said deed being dated of even date.

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