

Form FSA-LE-189.38

9-28-37

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Security Administration
Tenant Purchase Division

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned Furman H. Eskew and Virginia Chapman Eskew of the County of Greenville, State of South Carolina, hereinafter called Mortgagor, has become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 25th day of July, 1938, for the principal sum of Twenty-Nine Hundred Fifty and ^{no 100} Dollars (\$2950.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity and any extensions or renewals thereof, and any agreements supplementary thereto and any additional indebtedness accruing to mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained;

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto Mortgagee the following described real estate situated in the County of Greenville, State of South Carolina, to wit:

All that certain piece, parcel or tract of land situated in the State and County aforesaid in Oaklawn Township, containing 103 acres, more or less, and being known and designated as tract No. 2 of the Clarnece Eugene Ware lands according to a subdivision and plat of same made by Wm. F. Lee, Surveyor, September 25, 28 and 30th, 1918, and having the following metes and bounds, courses and distances as follows:

BEGINNING at a rock X 3 being the Southern Common corner of Tract No. 2 and Tract No. 3 and running thence North 9-1/2 East 29.94 to rock 3 X; thence North 82-50 West 60.50 to rock X 3; thence South 14 West 34-70 to rock X 3; thence due East 33-71 to rock X 3 at the beginning corner.

Same being also described as--103 acre tract of land located in Oaklawn Township, Greenville County, State of South Carolina, known as the Coon Ware place now occupied by Perry Downs and bounded by the lands of the following; North by Quincie Danveport, East by Jordan Estate, South by Clyde Nix, and west by Clyde Nix.

together with all rents and other revenues or incomes therefrom, and all and singular, the rights, members hereditaments, and appurtenances thereunto belonging, or in any wise incident or appertaining, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property";

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and its assigns forever.

MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby warrant and forever defend all and singular the said property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same, or any part thereof, and does hereby and by these presents covenant and agree:

1. To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities obligations and encumbrances of every nature whatsoever which affect said property or the Mortgagee's rights and interests therein under this Mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.

2. Immediately upon the execution of this mortgage to provide, and thereafter continuously to maintain fire insurance policies and such other insurance policies as Mortgagee may then or from time to time require upon the buildings and improvements now situate or hereafter constructed in or upon said Property. Said fire and other insurance policies shall be deposited with the Mortgagee and shall be with companies, in amounts and on terms and conditions approved by Mortgagee.

3. Personally and continuously to use said property as a farm, and for no other purpose; at all times to maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property; neither to cut nor remove any timber therefrom, nor to remove, or permit to be removed, gravel, oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purposes; promptly to effect such repairs to said property as Mortgagee may require; to institute and carry out such farming practices and farm and home management plans as Mortgagee shall, from time to time, prescribe; and to made no improvements upon said property without consent by Mortgagee.

4. To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note, and in any extensions or renewals thereof, and in any agreements

The debt hereby secured is paid in full and the lien of this instrument is satisfied. Dated this 30 day of January 1946. By: J. I. Frazer, Director, Region 1, U.S. Farm Security Administration, Greenville, S.C.

With no cash paid. By: R. J. Blackman, Clerk of Court, Greenville, S.C.

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GREENVILLE COUNTY, S. C.
JAN 30 1946