

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, B. F. Thompson

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 Farm Tenant Act, hereinafter called Mortgagee as evidenced by one certain promissory note, dated the 2nd day of February, 1942, for the principal sum of Forty-six Hundred Sixty and No/100 Dollars (\$ 4,660.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided, the first installment of Two Hundred One and 59/100 Dollars (\$ 201.59) being due and collectible on the 31st day of December, 1942 the next succeeding thirty-eight installments, annually thereafter, and the fortieth installment, either thirty-nine years thereafter or forty years from the date of said note, whichever date is the earlier; 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 in Dunklin Township, Greenville County, State of South Carolina, being known and designated as Tract No. 1 as shown on a plat of property of O. L. Jones made by W. J. Riddle, Surveyor, May, 1941, containing 158.4 acres, more or less, and having, according to said plat the following metes and bounds, according to plat recorded in R. M. C. Office for Greenville County in Plat Book L, at page 161.

BEGINNING at a stake in the center of the intersection of a new County road and an old county road, corner of property of Gladys Thompson, and running thence along the center of said new county road North 54-30 East 941 feet to a stone in line of Tract No. 2; thence with the line of Tract No. 2 South 31-3 East 1000 feet to an iron pin; thence still with line of Tract No. 2, North 58-30 East 1300 feet to an iron pin; thence still with Tract No. 2 North 44 West 1354 feet crossing the new county road to an iron pin; thence still with tract No. 2 North 24-45 East 1629 feet to a point in the center of Horse Creek; thence with the center of said creek as the line South 73 East 260 feet; thence South 49-45 East 741 feet to a stake in the center of the new county road, corner of lands of Dave Ridgeway; thence with said Ridgeway land South 56-15 West 1552 feet to an iron pin; thence still with Ridgeway land South 72-08 East 990 feet crossing the new county road and a small branch to an iron pin; thence still with said Ridgeway land South 25 East 1296 feet crossing a small branch to a stone; thence still with said Ridgeway land South 26-30 East 734 feet to an iron pin, corner of lands of O. M. Ragdale; thence with Ragdale's land and lands of C. A. Kirby South 57-30 East 2066 feet crossing the old county road to a stake in a branch; thence with said branch South 9 West 225 feet to a stake at the fork of branch; thence up the branch as the line North 82 West 800 feet; thence still with the branch as the line North 45-15 West 852 feet to a stake; thence North 39-40 East 790 feet crossing the old county road to an iron pin, corner of lands of Gladys Thompson; thence North 42-45 West 1153 feet to the beginning corner. Bounded on the North by property of Dave Ridgeway, on the West by Tract No. 2 of property of O. L. Jones and a new county road; on the Southwest by a branch, on the South by land of C. A. Kirby and on the Southeast by land of O. M. Ragdale and on the East by property of Dave Ridgeway.

Being the same land that was conveyed to B. F. Thompson by a certain deed made by O. L. Jones, dated February 25th, 1942, and intended to be recorded simultaneously herewith;

together with all rents and other revenues or incomes therefrom, and all and singular the rights, members, hereditaments and appurtenances thereto 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 other insurance policies as Mortgagee may then or from time to time require upon the buildings and improvements now situated 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, or 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 make 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 supplementary thereto, and in any loan agreement executed by Mortgagor on account of said indebtedness, and in this mortgage contained.
5. To comply with all laws, ordinances and regulations affecting said property or its use.
6. That the indebtedness hereby secured was expressly loaned by the Mortgagee to the Mortgagor for the purpose of purchasing this said property, and that the Mortgagor did use said moneys to purchase same.
7. The Mortgagee, its agents and attorneys, shall have the right at all times to inspect and examine said property for the purpose of ascertaining whether or not the security given is being lessened, diminished, depleted or impaired, and if such inspection or examination shall disclose, in the judgment of the Mortgagee that the security given or property mortgaged is being lessened or impaired, such conditions shall be deemed a breach of the covenants of the mortgage on the part of the Mortgagor.
8. That all of the terms and provisions of said note, which the Mortgagee secures, and of any extensions or renewals thereof, and of any agreements supplementary thereto, and of any loan agreement executed by Mortgagor on account of said indebtedness, are hereby incorporated in and made a part of this mortgage as if the same were set out in full hereon, and shall be construed with said Mortgage as one instrument.
9. That without Mortgagee's consent, no final payment of the indebtedness herein secured shall be made, nor shall a release of Mortgagee's interest in and to said property or lien be made, within any term and after the date of the execution of this mortgage.
10. That all awards of damages up to the amount of the indebtedness of Mortgagor to Mortgagee in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Mortgagee who may apply same to payment of the installments last to become due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances therefor and to appeal in the name of Mortgagor or Mortgagee from any such award.