

FORM FSA-12-157-33
REV. 2-24-20

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, Gettys S. Knight *State of South Carolina*

of the county of Greenville *State of South Carolina* hereinafter called Mortgagee 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 24th day of May 1947 for the principal sum of Four Thousand Ninety-seven and No/100 Dollars (\$ 4,097.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments therein provided, the first installment of One Hundred Seventy-seven and 24/100 Dollars (\$ 177.24) being due and collectible on the 31st day of December 1947 and the next succeeding thirty-eight installments, annually thereafter, and the fortieth installment, either thirty-nine years thereafter or for years from the date of said note, whichever date is the earlier; and

WHEREAS, Mortgagee 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 hereinafter provided, and the performance of each and every covenant and agreement of Mortgagee herein contained.

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, at the same matures or becomes due, and of any extension or renewal thereof, or any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagee herein contained, Mortgagee 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 tract of land, situate in Dunkin Township, County of Greenville, and State of South Carolina, containing one hundred sixty-one and eighty-four one-hundredths (161.84) acres, more or less, as shown by plat of W. J. Riddle, dated September 22, 1933, adjoining lands now or formerly belonging to G. S. Knight, Jim Donald, Sallie Holliday, A. J. Jordan (Pelzer Road between) and others

BEGINNING at a stake at the G. S. Knight and Jim Donald corner, running thence South fifty-three (53) degrees thirty (30) minutes East thirty-nine and fifty-nine hundredths (39.59) chains to a stake; North forty-seven (47) degrees East twenty and no one-hundredths (20.00) chains to a stone; North twenty-five (25) degrees West thirteen and no one-hundredths (13.00) chains (L. P. Chapman), to a stake; North sixty (60) degrees East Nineteen and forty-one-hundredths (19.40) chains to an iron pin on the East side of Pelzer Road; thence North 28 degrees West six and fifty one-hundredths (6.50) chains to an iron pin in the middle of the Pelzer Road; thence North fifteen (15) degrees East two and two one-hundredths (2.02) chains to a stone; thence North seventy-six (76) degrees forty-five (45) minutes West eight and seventy-four one hundredths (8.74) chains to a stone; thence North sixty-two (62) degrees West twenty and eighty-six one-hundredths (20.86) chains to stake; thence South forty-one (41) degrees fifty (50) minutes West forty-two and twenty-three one-hundredths (42.23) chains to a stake at the beginning corner. Said tract of land is made up of the following lands, to-wit:

(1) Ninety (90) acres, more or less, conveyed by J. S. Kellett to Georgia A. Dawkins (maiden name) in 1896, deed recorded in R. M. C. for Greenville County, South Carolina, in Book CCC, at page 426. This deed conveys (a) one tract of eighty-nine (89) acres, more or less, and (b) one tract of one (1) acre, more or less; being all the land conveyed to Georgia A. Davenport by J. S. Kellett.

(2) Sixty-four and five-tenths (64.5) acres, more or less, known as part of the homestead of Waddy Jordan, deceased, conveyed to Georgia A. Davenport by Reuben Dawkins in 1897, by deed recorded in R. M. C. for Greenville County, S. C., in Deed Book ZZZ, at page 378, and therein described by notes and bounds.

The above tract of land is the same conveyed to Farmers Bank of Belton by Georgia A. Davenport, by deed dated November 22, 1935, recorded in R. M. C. for Greenville County, South Carolina, in Book 182, at page 134.

G.S.K.

SATISFIED AND CANCELLED
25 DAY OF June 1949
Olise Turner
CLERK FOR GREENVILLE COUNTY, S.C.
AT 12 O'CLOCK P.M. NO. 14199

Being the same land that was conveyed to Gettys S. Knight Farmers Bank of Belton, dated May 13, 1947, by a certain deed made by simultaneously herewith;

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:

- 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 tender to Mortgagee, without demand, receipts evidencing such payments.
- 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 situate or hereafter constructed on or upon the 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.
- Personally and continuously to use said property as a farm, and for no other purpose; at all times to maintain said property in good repair and in good condition; to commit or suffer no waste or exhaustion of said property; neither to cut nor remove any timber therefrom, nor to cause any timber to be removed, gravel, oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purposes; promptly to make and repair to said property as Mortgagee may require; to institute and carry out such farming practices and farm and home management, plans and operations as shall, from time to time, prescribe; and to make no improvements upon said Property without consent by Mortgagee.
- 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 Mortgagee on account of said indebtedness, in this mortgage contained.
- To comply with all laws, ordinances and regulations affecting said property or its use.
- That the indebtedness hereby secured was expressly loaned by the Mortgagee to the Mortgagee for the purpose of purchasing this said property, and that the Mortgagee did use said moneys to purchase same.
- 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 opinion 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 Mortgagee.
- That all of the terms and provisions of the note which this mortgage secures, and of any extensions or renewals thereof, and of any agreements supplementary thereto, and of any loan agreement executed by Mortgagee 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 herein, and shall be construed with said Mortgage as one instrument.
- That without Mortgagee's consent, no final payment of the indebtedness herein secured shall be made, nor shall a release of Mortgagee's liability in and to said property or lien be made, within five years from and after the date of the execution of this mortgage.
- That all awards of damages up to the amount of the indebtedness of Mortgagee to Mortgagee in connection with any condemnation, taking, use of 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 to become due under said note, and Mortgagee is hereby authorized, in the name of Mortgagee, to execute and deliver valid acquittances thereon, and to appeal in the name of Mortgagee or Mortgagee from any such award.