

GREENVILLE CO. S. C.

JAN 25 3 42 PM '79

DONNIE S. TANKERSLEY YOUNG, GROSS, GAULT & SMITH  
R.M.C.

1457 MAR 9  
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FILED  
GREENVILLE CO. S. C. REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

FEB 08 2 56 PM '79

and entered into by JAMES T. COX AND SUZANNE H. COX  
DONNIE S. TANKERSLEY R.M.C.

residing in Greenville County, South Carolina, whose post office address is  
Route 2, Paris Drive, Taylors, South Carolina 29687.

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 notes or assumption agreements, 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>
January 24, 1979	\$30,400.00	8 3/4 %	January 24, 2012

And the note evidences a loan to Borrower, and the Government, at the time, that was at the rate and under the payment thereof provided in the Consolidated Farm and Rural Development Act, Title V, of the Housing Act of 1949.

And it is the purpose and intent of this instrument that, unless other terms, at all times when the note is held by the Government, or if the Government should assign this instrument with an exception to 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 in addition to the debt evidenced thereby, but as to the note and cost thereof shall constitute an independent mortgage in favor of the Government, as set forth in its insurance contract to insure against default by Borrower.

NOW, WHEREAS the Government, at the time, and at all times when the note is held by the Government, or if the Government should assign this instrument with an exception to the note, to secure prompt payment of the note and any arrears and expenses thereof and any other amounts due thereon, to insure the prompt payment of the note and any arrears and expenses thereof, and to secure the performance of every covenant and agreement of Borrower contained in the note and any supplementary agreement, Borrower does hereby grant, bargain, sell, release, and assign to the Government, with power, authority, the full and complete title to the following described property situated in the State of South Carolina, to-wit: Greenville

All those certain pieces, parcels or lots of land, situate, lying and being known and designated as lot 40, Paris View Subdivision Section 1, according to a plat prepared of said Subdivision by D. Calnis, R.L.S., April, 1961, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book W, at Page 101, and to which reference is made for a more particular description thereof.

This being the same property conveyed to the mortgagor herein by deed of Brown Enterprises of S. C., Inc. to be recorded in the R.M.C. Office for Greenville County on even date herewith.

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