

P O Box 10044, Fed Sta  
Greenville, SC 29603

FILED  
GREENVILLE, S. C.

VOL 1473 PAGE 201

USDA-FmHA  
Form FmHA 427-1 SC  
(Rev. 10-25-77)

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

12 2 00 PM '79  
DONNIE S. TANKERSLEY  
R.H.C.  
MIKE F. SIMMONS and GAIL A. SIMMONS

THIS MORTGAGE is made and entered into by \_\_\_\_\_

residing in Greenville County, South Carolina, whose post office address is

117 Ashdown Drive, Simpsonville, South Carolina 29681,

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>
July 12, 1979	29,400.00	8-3/4	July 12, 2012

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 payment 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 facts and law, 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 obtained therein, including any provision for the payment of an insurance or other charge, if 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 warrants, the following property situated in the State of South Carolina, County(ies) of Greenville

ALL that certain piece, parcel or lot of land situate, lying and being

in the Town of Simpsonville being known and designated as Lot No. 230, Sheet 1, Section 1, of Subdivision known as WESTWOOD SOUTH, as shown by plat prepared by Piedmont Engineers, Architects and Planners dated June 14, 1978 and recorded in plat book 6H at page 56. Reference to said plat is hereby craved for a more particular description.

Being the same property conveyed to the Mortgagors herein by deed of Builders & Developers, Inc. of even date, to be recorded herewith. See also Deed Volume 927 at page 403.