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BOOK 1357 PAGE 505

FA-4 S. C. Mortgage (November, 1974) DONNES JANKERSLEW R.H.C.

THE FEDERAL LAND BANK OF COLUMBIA

BOOK 47 PAGE 630

STATE OF SOUTH CAROLINA )  
County of GREENVILLE )

MORTGAGE LOAN NO. S 43-3-3458478-1

THIS INDENTURE, made this 6th day of January, 1976, by and between Herbert F. Clark, II

hereinafter called first party, whether one or more, and The Federal Land Bank of Columbia, of Columbia, S. C., a corporation organized and existing pursuant to the laws of the United States of America, hereinafter called second party, WITNESSETH, that,

WHEREAS, first party is indebted to second party in the principal sum of Nineteen Thousand Two Hundred - - - Dollars (\$ 19,200.00 ), as evidenced by a certain mortgage of the first party to the second party, recorded in the public records of the County of Greenville, South Carolina, in Book 1357, Page 505, the point of beginning.

KMG POSTAGE PAID 139

Witnesses: *Dianna Stealy*

MAY 13 '77

THE FEDERAL LAND BANK OF COLUMBIA

*Talley F. Kelley*, Asst. Vice-President

30838

*Anita Sharpe*

Attest: *S. N. Pearman, Jr.*, Asst. Secretary

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto second party, its successors and assigns in fee simple forever. First party hereby binds himself, his heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises unto the second party, its successors and assigns, from and against first party.

It is agreed by the undersigned that should the interest rate increase or decrease by virtue of the variable interest rate plan aforesaid, the Bank shall have the right to adjust the loan by reamortization or other accounting methods at its option in order to compensate for said interest rate increase or decrease; which said adjustment shall cause each subsequent installment from and after the effective date of such new rate to increase or decrease by an amount equal to such interest increase or decrease, as the case may be, applied to the entire principal balance remaining unpaid, thus resulting in an orderly reduction of the principal balance outstanding over the original term of the loan, as well as providing for full payment of all interest due as of each installment date(s).

In the event of default in payment of any installment or installments of principal and/or interest (or portions thereof), the same shall bear simple interest from the date of such default until paid at the rate in effect at the time of default, plus an additional 1%, and from time to time thereafter at the then effective rate of interest, plus said additional 1%.

The undersigned and every endorser, guarantor, assumer, and surety of this note hereby expressly waive presentment, demand, protest and notice of dishonor and consent to all renewals, indulgences, extensions, reamortizations, deferments, and releases of personal liability and of security permitted by the owner or holder hereof and agree, if this note is collected by an attorney through suit or otherwise after default, to pay all costs of collection and such reasonable attorney's fees as may be permitted by law.

All amounts due the Land Bank hereunder are payable at its office at Columbia, South Carolina, in lawful money of the United States. Every check, draft or other form of remittance sent to the Land Bank will be accepted only for collection, at the risk of the drawer or sender, and upon the following conditions: That the Land Bank may forward it for collection and remittance either directly to the Bank upon which it is drawn, or through any banking channels in its sole discretion; that all banks and agencies to or through which it is sent for collection or remittance shall be deemed the agents of the drawer or sender; that the Land Bank shall not be deemed to have collected the check, draft or other form of remittance until payment is actually received by the Land Bank in lawful money, or in some other credit satisfactory to the Land Bank; that the Land Bank shall not be liable for any loss resulting from the acceptance of the check, draft or other form of remittance, or from efforts to collect it, or from the failure of any collecting bank or agency to remit for it, or from delay in presenting it or in remitting for it.

The undersigned hereby certifies that the payments on principal in any amount. Such payments shall not, except by written

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