USDA-FHA
Form FHA 427-1 S. C.
(Rev. 4-20-66)

Position 5

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA (INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated July 28, 1966
WHEREAS, the undersigned J. Hugh Grumbles and Willie B. Grumbles

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the interest payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, 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 the instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, 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 endorsement by reason of any default by Borrower:

NOW, THEREFORE, in consideration of said loan and (a) 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 contained therein, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement 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 warranty, the following property situated in the State of South Carolina, County(ies) of Greenville

ALL that piece, parcel or tract situate lying and being in Cleveland Township, County of Greenville and State of South Carolina containing 23 acres more or less and being described as follows:

BEGINNING at a stone on the southeast bank of Gap Creek and running thence S. $30\frac{1}{2}$ E. 561 feet to a point; thence S. 18 E. 198 feet to a point; thence S. 76 E. 73 feet to a point; thence S. 28 E. 302.5 feet to a point; thence S. 17 E. 368 feet to a point; thence S. 20 E. 462 feet to a point; thence S. 32 E., 660 feet to a point; thence N. 55 E. 561 feet to a point; thence N. 36-45 W., 1,955 feet to a point on road; thence with said road N. 74-00 E., 149.7 feet; thence crossing said road N. 36 E. approximately 375 feet more or less to a point; thence 251 feet to a point; thence N. $42\frac{1}{2}$ W. approximately 251 feet more or less to a point on creek; thence with said creek in a southeasterly direction to the point of beginning.

This being the same property conveyed to the mortgagors by deed of J . W. Smith to be recorded herewith.

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FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 12 PAGE 210

AM. C. FOR GREEN BLE COUNTY, S. C.