USDA-FHA EERVILLE CO. S. C. Form FHA 427-1 S. C.

Position 5

JUN 7 3 05 PEASOTESTATE MORTGAGE FOR SOUTH CAROLINA 1059 PAGE 599
(INSURED LOANS TO INDIVIDUALS)

OLLIE FEMNSWORTH

KNOW ALL MEN BY THESE PRESENTS, Dated June 7, 1967.
WHEREAS, the undersigned Charles C. Heatherly and Ann B. Heatherly

Greenville County, South Carolina Whose pest office address is Route 2, Pelzer , South Carolina 29609 whose pest office address is are (is) justly 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 a certain promissory note, herein called "the note," dated Frame 7, 19 67, for the principal sum of Ten Thousand Four Hundred Thirty

Dollars (\$10,430.00), with interest at the rate of five percent (5,%) per annum, executed by Borrower and payable to the order of the Government in installments as specified therein, the final installment being due on June 7, 2007, which note authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower; and

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 maured 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 gayment 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 at 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 issured 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 the county o

ALL that certain lot or parcel of land, with the improvements thereon, situate, lying and being in Dunkin Township, Greenville County, South Carolina, containing three and seven-tenths (3.7) acres, more or less, as shown by survey made by W. M. Nash, Surveyor, dated November 7, 1945, located at the intersection of U. S. Highway No. 25 and Woods Mill Road, and being bounded on the Northeast for a distance of 621.5 feet by lands now or formerly of Grover Woods; on the Southeast for a distance of 339.5 feet by lands now or formerly of F. M. Davenport; on the Southwest for a distance of 441 feet by U. S. Highway No. 25; and on the West for a distance of 315.5 feet by Woods Mill Road, separating same from lands now or formerly of Mrs. Othella Cothran, and having according to the above plat made by W. M. Nash, which is recorded in the RMC Office for Greenville County, South Carolina in Plat Book FF, Page 462, the following metes and bounds, to-wit:

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

For Released Sots 3+4 Old Augusta Rd. Dunkin Ip. Dec Beed Bb. 1105 fg. 225 Deed to Jimmy D. Heatherly, et al

SATISFIED AND CANCELLED OF RECORD

LYSTALE S. Jankerster

R. M. C. FOR CREENVILLE COUNTY, S. C.

ST. 3 COLOCK P. M. NO 20195

FOR SATISFACTION TO THIS MORTGAGE SEE.

SATISFACTION BOOK 8.3 PAGE 1155