SORIES TOOTHELL

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, in Butler Township, containing 4.78 acres, more or less, being a portion of the J. A. Bull Property, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book L, Page 103, and having, according to a more recent plat made by W. J. Riddle, Surveyor, January 16, 1952, the following metes and bounds, to wit: 4

BEGINNING at an iron pin near the center of a private road, joint corner of property heretofore conveyed to Willie R. Durham and running thence through said private road N. 19-17 E. 130.5 feet to an iron pin; thence continuing near the center of said private road N. 44-13 E. 80.2 feet to an iron pin; thence continuing through said private road N. 70-00 E. 86 feet to an iron pin, common corner with property of Larthun Durham; thence S. 4-00 W. 641 feet to an iron pin near the center of a County road; thence running through and near the center of said County road N. 45-37 W. 116.9 feet to an iron pin; thence continuing through and near the center of said County road N. 73-36 W. 220.4 feet to an iron pin, common corner with property heretofore conveyed to Willie R. Durham; thence N. 83-39 E. 229.2 feet to an iron pin; thence N. 14-45 W. 268.8 feet to an iron pin, the point of beginning, and containing 1.78 acres, more or less.

The lien of this mortgage is junior and subordinate to the lien of that certain mortgage heretofore given by the mortgagor in favor of the United States Department of Agriculture dated August 25, 1952 recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Vol. 538 at Page 240.

together with all rights, interests, easements, hereditaments and appurtenences thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attacked thereto or reasonably necessary to the use thereof, all water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein—all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever.

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BORROWER for himself; his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES AS FOLLOWS:

⁽¹⁾ To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay the Government any initial fees for inspection and appraisal, and any delinquency charges, now or hereafter required by regulations of the Farmers Home Administration.

⁽³⁾ At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the note and insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the mote, and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.