Position 5

BOOK 1075 PAGE 607

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

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

KNOW ALL MEN BY THESE PRESENTS, Dated November 7, 1967
WHEREAS, the undersigned Grant C. Brooks

County, South Carolina, whose past office address is residing in Greenville Route # 3, Travelers Rest , South Carolina 29690, hereinscalled "Borrower," 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 November

at the rate of one-half percent (122) per annua the rate of one-half percent (122) per annual the rate of one-half percent (122) per annual the final installment being due on Novi 7, 2000, 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 some 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 all amounts payable to the insured lender in connection with the loan; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured leader set forth in the surance endorsement may be entitled to a specified portion of the 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 responding the Responding to the Respondi ment 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 of the note and any 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, including any provision for the payment of an insurance or other charge, (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 of Greenville

ALL that piece, parcel or lot of land located in Bates Township, County of Greenville, State of South Carolina, being shown on Plat of Survey made by Terry T. Dill, dated December 23, 1965, of Property of J. C. Brooks, plat of which is recorded in the RMC Office for Greenville County, South Carolina in Plat Book GGG, Page 446, shown as Lot No. 3 containing one (1) acre and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at a point 37½ feet off center of roadway shown on said plat and running along said roadway, N 34-45 E, 150 feet to a point 37½ feet off center of said roadway; thence N 55-15 W, 290.4 feet to a point, joint corner with Lot No. 4; thence along lands of J. C. Brooks, S 34-45 W, 150 feet to a point, joint corner with Lot No.2; thence S 55-15 E, 290.4 feet to the point of beginning.

SOPER CRIEF

FHA 427-1 S. C. (Rev. 4-4-67)