BOOK 1242 PAGE 307

USDA-FHA
FORM PHA 417-1 39 25 3 REAL ESTATE MORTGAGE FOR SOUTH CAROLINA
(Bea. 11-2-70) ELIZABETH MODE (INSURED LOANS TO INDIVIDUALS)

R.M.C.

July 24, 1972

420 000 00

7 1/4%

July 24, 2005

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 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 lender set forth in the

WHEREAS, when payment of the note is insured by the dovernment, the overnment of agreement 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 insurence of payment of the note will be that the holder will forego his rights and remedies against

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 the loan evidenced thereby, 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 the loan(s) 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, 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 easign 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 lot of land in the State of South Carolina, County of Greenville, being shown on a plat of a portion of J. C. Cox property, prepared by John C. Smith, R.L.S., and recorded in the RMC Office for Greenville County in Plat Book 4-M at page 119, and having, according to said plat, the following metes and bounds, to

BEGINNING at an iron pin on the northern side of a treated road, at the joint front corner with property now or formerly of Steve and Ernestine Lindley (said iron pin being 520 feet, more or less, in a northwesterly direction from the intersection of said treated road and S.C. Highway 20) running thence with the Lindley property line, N. 21-49 E., 142.8 feet to an iron pin on property line, now or