acex 1413 exc 334

**USDA-FmHA** 

Mortgage for south carolina

Position 5

Form FmHA 427-1 SC (Rev. 10-19-76)

THIS MORTGAGE is made and entered into by ASLEY. Neal Lollis and Mary J. Lollis

<u>Greenville</u>

County, South Carolina, whose post office address is

Box 291AA Route 3, Pelzer

herein called "Borrower," and:

WHEREAS Borrower is 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 one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument

Principal Amount

Annual Rate

Due Date of Final Installment

10-19-77

\$26,100.00

10-19-2010

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And 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 this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, 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 contract 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 holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract 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 certain piece, parcel, or tract of land, situate, lying and being in School District 2-A, Oaklawn Township, Greenville County, South Carolina, containing 1.49 acres, more or less, as shown on a Survey for R. Neal Lollis and Mary J. Lollis, recorded in the RMC υρffice for Greenville County in Plat Book 5D, at Page 62, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of S. C. Hwy. 418 and property of Raymond Lollis, and running thence with the Raymond Lollis line the following courses and distances: S. 18-06 E, 232.3 feet to an iron pin; thence S. 47-35 E. 151.75 feet to an iron pin; thence S. 15-46 E. 360 feet to an iron pin; thence with the line of property of John L. Kuykendall S. 72-33 W. 110 feet to an iron pin; thence with the line of property of W. G. and Annie R. Lollis, N. 18-06 W. 722.7 feet to an iron pin, corner of S. C. Hwy. 418; thence with said Hwy., N. 71-41 E. 50 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors by Deed of FmHA 427-1 SC (Rev. 10-19-76)

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