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**USDA-FmHA** 

Form FmHA 427-1 SC (Rev. 10-25-77)

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by Glenn D. Shepherd and Kay G. Shepherd

residing in \_\_\_\_\_

---- County, South Carelina, whose post office address is

Route 5, Windtree Subdivision, Travelers Rest

, South Carolina -29690

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 of Interest

Due Date of Final Installment

Sept. 8, 1978

\$30,400.00

8 1/2%

Sept. 8, 2011

And the note evidences a Ican 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 Ioan(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 present 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 lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 13, Windtree Subdivision, according to a plat prepared of said subdivision by C. O. Riddle, Surveyor, July 1, 1977, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at page 12, and according to said plat having the following courses and distances, to-wit:

Beginning at a point on the edge of Windtree Court, joint front corner with Lot 14, and running thence with the edge of said Court, N. 18-36 E. 106.7 feet to a point on the edge of said Court; thence continuing with the edge of said Court, the chord being: N. 48-36 E. 50 feet, to a point on the edge of said Court, joint front corner with Lot 12; thence running with the common line with Lot 12, S. 71-24 E. 287 feet to a point; thence, S. 13-30 W. 150.6 feet to a point, joint rear corner with Lot 14; thence running with the common line with Lot 14, N. 71-24 W. 325.4 feet to a point on the edge of Windtree Court, the point of beginning.

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