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CONNIE S. TANKERSLEY
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USDA-FmHA
Form FmHA 427 (SC)
(Rev. 10-25-77)

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by BARTHOLOMEW S. McGUIRE and DERYL F. McGUIRE

Greenville

residing in _____ County, South Carolina, whose post office address is
ROUTE 6, SUNNY SLOPES, TRAVELERS REST 29690
_____, South Carolina _____

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 notes or assumption agreements, 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:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| January 26, 1979 | 29,600.00 | 8-3/4 | January 26, 2012 |

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 payment 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 indemnitee 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 and as of 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, conditions, covenants, and provisions for the payment of an insurance or other policy, at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and hold harmless the Government against loss under its insurance contract by reason of any default by Borrower, and, in any event and at all times to secure the prompt payment of all principal and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower included herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, release, and assign, with 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, WITH ALL BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON THE SOUTHEASTERN SIDE OF BUBBLING CREEK DRIVE, IN GREENVILLE COUNTY, SOUTH CAROLINA, NEAR TRAVELERS REST, SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT NO. 183 ON A PLAT OF SECTION III OF SUNNY SLOPES, MADE BY C. O. RIDDLE, SURVEYOR, DATED NOVEMBER 11, 1976, RECORDED IN THE REC OFFICE FOR GREENVILLE COUNTY, S.C., IN PLAT BOOK 6-H AT PAGE 11, AND HAVING, ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN ON THE SOUTHEASTERN SIDE OF BUBBLING CREEK DRIVE AT THE JOINT FRONT CORNERS OF LOTS NOS. 183 AND 184, AND RUNNING THENCE WITH THE COMMON LINE OF SAID LOTS, S. 9-28 E., 148.5 FEET TO AN IRON PIN; THENCE ALONG THE REAR LINES OF LOTS NOS. 167 AND 168, N. 74-00 E., 95.7 FEET TO AN IRON PIN AT THE JOINT REAR CORNERS OF LOTS NOS. 168 AND 169; THENCE N. 66-47 E., 6.3 FEET TO AN IRON PIN AT THE JOINT REAR CORNERS OF LOTS NOS. 182 AND 183; THENCE WITH THE COMMON LINE OF SAID LOTS, N. 22-15 W., 147.4 FEET TO AN IRON PIN ON THE SOUTHWESTERN SIDE OF BUBBLING CREEK DRIVE; THENCE WITH SAID SIDE OF SAID DRIVE, S. 74-08 W., 69 FEET TO THE POINT OF BEGINNING.

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