

MORTGAGE OF REAL ESTATE

38579 PROVISIONAL - JARRARD CO. - GREENVILLE

Form FSA-Le-187.38

9-28-37

UNITED STATES DEPARTMENT OF AGRICULTURE  
Farm Security Administration  
Tenant Purchase Division

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned FRED ROACH, HUSBAND, AND CORNIE SUMMEREL ROACH, WIFE, of the County of Greenville, State of South Carolina, hereinafter called Mortgagor, has become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 13th day of August, 1938, for the principal sum of Thirty-Five Hundred Fifty Four Dollars (\$3554.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extensions or renewals thereof, and any agreements supplementary thereto, and any additional indebtedness accruing to Mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained:

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor has granted, bargained, sold, and released, and the these presents does grant, bargain, sell and release unto Mortgagee the following described real estate situated in the County of Greenville, State of South Carolina, to wit:

All that piece parcel or lot of land in Bates Township, Greenville County, State of South Carolina, on the McElhanev Road and on both side of Reedy River and having the following metes and bounds, to-wit:

Beginning at an iron pin on the North side of McElhanev Road at the corner of John McDaniel land and running thence with John McDaniel's land N. 25-1/3 W. 43.40 chains to corner of Wm. Hodges land; thence with line of Hodges land N. 65 1/4 W. 19.85 chains to stone corner of Amey Eubanks land; thence with her land S. 21-3/4 E. 14.60 chains to stone corner; thence S. 65 W. 9.85 chains to stone corner of Charlie Batson's land; thence with line of Charlie Batson's land S. 35 1/2 E. 33.43 chains to iron pin in the said McElhanev Road; thence with said road N. 23 1/2 E. 5.97 chains to a bend in said road; thence still with said road N. 64 1/2 E. 20.00 chains to the beginning corner. Containing 111 acres, more or less, according to survey made by W. A. Hester, Surveyor, February 19, 1937,

together with all rents and other revenues or incomes therefrom, and all and singular the rights, members, hereditaments, and appurtenances thereunto belonging, or in any wise incident or appurtenant, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property";

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and its assigns forever.

MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby warrant and forever defend all and singular the said property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same, or any part thereof, and does hereby and by these presents covenant and agree:

1. To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or the Mortgagee's rights and interests therein under this Mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.
2. Immediately upon the execution of this mortgage to provide, and thereafter continuously to maintain fire insurance policies and such other insurance policies, as Mortgagee may then or from time to time require upon the buildings and improvements now situate or hereafter constructed in or upon said Property. Said fire and other insurance policies shall be deposited with the Mortgagee and shall be with companies, in amounts and on terms and conditions approved by Mortgagee.
3. Personally and continuously to use said property as a farm, and for on other purpose at all times to maintain said property in proper repair and good condition; to commit or suffer no waste of exhaustion of said property; neither to cut nor remove any timber therefrom, nor to remove or permit to be removed, gravel, oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purposes; promptly to effect such repairs to said property as Mortgagee may require; to institute and carry out such farming practices and farm and home managements

*In Stipulation Amending Mortgage, See R. E. M. Book 280, Page 85*