

MORTGAGE OF REAL ESTATE

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, Dean Williams and wife, Nancy Radford Williams, 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 22nd day of August, 1938, for the principal sum of Thirty-four Hundred Thirty-Seven Dollars (\$3437.00), 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 by 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 certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, on the head waters of Fish Creek, in Salina Township, and on the North side of the Old Buncombe Road, and having, according to a plat of property of G. L. Center, made by W. A. Hester L. S., July 27, 1938, the following metes and bounds, to wit:-

BEGINNING at an iron pin on the North side of the Old Buncombe Road, corner of property of G. L. and J. A. Center land and running thence along the North side of the old Buncombe Road, S. 76 E. 10.90 chains to an iron pin at the intersection of an old road in line of property of Cora Lee Talley land; thence along said old road and line of Talley land N. 71 E. 12 chains to a stone OM; thence still with said old road and Talley land N. 15-1/4 E. 18.10 chains to a stone in road; corner of Bob Walker land; thence along said Walker land N. 56 W. 10.95 chains to a Maple tree XOM; thence N. 47 1/2 W. 2.76 chains to an iron pin; thence N. 51-1/2 W. 5.05 chains crossing a branch to a stone OMX in line of property of G. L. and J. A. Center; thence along said Center property S. 23 1/2 W. 17 chains to an iron pin; thence S. 12 W. 2 chains to an iron pin; thence S. 20 W. 5.70 chains to an iron pin NM; thence S. 23 W. 6.72 chains to an iron pin, the beginning corner, containing, according to the survey and plat referred to above, 49.7 acres.

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 expiration 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 no other purpose; at all times to maintain said property in proper repair and good condition; to commit or suffer no waste or 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

In stipulation Amending Mortgage, See R.E.M. Book 280, Page 86