

MORTGAGE OF REAL ESTATE

FORM FSA-LE-187-38

REV. 2-24-39

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, Willima L. Darby 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 25th day of May, 1939, for the principal sum of Four Thousand and No/100 Dollars (\$4,000.00), with interest at the rate of three per cent (3%) per annum principal and interest payable and amortized in installments as therein provided, the first installment of One Hundred Seventy-three and 04/100 Dollars (\$173.04) being due and collectible on the 31st day of December, 1939, the next succeeding thirty-eight installments annually thereafter, and the fortieth installment either thirty-nine years thereafter or forty years from the date of said note, whichever date is the earlier; 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 ~~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 Grove Township, County of Greenville, State of South Carolina, containing 81 acres, more or less, according to a plat and survey made by John M. Cureton, D. S. April 6, 1907, and having the following metes and bounds, to wit:

BEGINNING at a stone, corner of property, now or formerly of William R. Pearson and running thence along said Pearson property S. 33- $\frac{1}{2}$  E. 35.50 chains to a stone in line of property, now or formerly belonging to Drake; thence along said Drake line S. 70- $\frac{1}{2}$  W. 36.46 chains to a stone in line of property now or formerly of D. C. Garrison; thence along said Garrison line N. 38- $\frac{1}{4}$  W. 9.39 chains to a stone in line of property now or formerly of Cambell; thence along Cambell and Johnson lines N. 31-E. 40 chains to the point of beginning.

Being the same tract of land conveyed to Annie L. Terry and D. T. Terry by B. W. Holland by deed dated September 23, 1908, and recorded in the R. M. C. Office for Greenville County in Deed Book 51, page 397 and having been devised under the will of D. T. Terry to his children, said will being on file in the office of the Judge of Probate for Greenville County in Apartment 201, File 1, and having been devised by Annie L. Terry to her children by her will which is on file in the office of the Judge of Probate for Anderson County in File No. 11429. A two-fifth undivided interest in the property described herein was conveyed by Charles H. Terry and Carrie Terry Poore to Mamie Terry Drake, William F. Terry and D. Ligon Tollison by deed dated July 11, 1938 and recorded in the R. M. C. Office for Greenville County in Deed Book 205 at page 276.

Being the same land that was conveyed to William K. Darby by a certain deed made by Mamie Terry Drake, William F. Terry and D. Ligon Tollison dated May 29, 1939, and intended to be recorded simultaneously herewith; 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

*Handwritten notes:*  
full satisfaction  
1953  
Director of Home Administration  
State of South Carolina  
R. M. C. Office for Greenville County  
2/27/40  
Mortgagee's Office