

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

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 Calvin Brown (husband) and Callie Cox Brown (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 9th day of May, 1940, for the principal sum of Forty-Eight Hundred Two & No/100 (\$4,802.00) Dollars, with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided;

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: the first installment of Two Hundred Seven & 73/100 Dollars (\$207.73) being due and collectible on the 31st day of December, 1941, 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

All that certain piece, parcel or tract of land in Oneal Township, County of Greenville, State of South Carolina, being known and designated as tract No. 5 of the J. T. Styles place, shown on a plat thereof made by C. N. Adams, Engineer, August 2nd, 1938, containing 120 acres, more or less, and having, according to said plat the following metes and bounds, to-wit: BEGINNING at the South corner of tract No. 2, running South 68 degrees, East 2.80 chains to corner; thence South 75 degrees east 2.00 chains to corner; thence South 54 degrees East 4.25 chains to a corner; thence South 68 degrees East 2.20 chains to a corner; thence South 52 degrees East 3.80 chains to corner; thence South 13 degrees East 4.50 chains to corner; thence North 65 1/2 degrees East 5.80 chains to corner; thence South 85 1/2 degrees East 1.50 chains to corner; thence South 39 degrees East 2.40 chains to corner; thence South 68 degrees East 2.50 chains to a corner; thence South 34 degrees East 4.00 chains to a corner; thence South 5 degrees East 4.65 chains to a corner; thence South 76 degrees West 1.30 chains to a corner; thence South 3 1/2 degrees East 3.75 chains to a corner; thence South 28 degrees West 2.80 chains to a corner; thence South 13 degrees East 2.90 chains to a corner; thence South 39 degrees East 1.24 chains to a corner; thence South 63 degrees East 14.00 chains to corner; thence North 48 degrees East 2.50 chains to a corner; thence North 64 degrees East 1.80 chains to a corner; thence North 85 1/2 degrees East 3.70 chains to a corner; thence South 63 degrees East 1.35 chains to a corner; thence North 52 degrees East 2.85 chains to a corner; thence North 71 degrees East 1.50 chains to a corner; thence South 83 degrees East 2.70 chains to a corner; thence North 48 degrees East 2.35 chains to a corner; thence South 75 degrees East 1.60 chains to a corner; thence North 67 degrees East 2.40 chains to a corner; thence North 87 1/2 degrees East 3.50 chains to a corner; thence North 85 degrees East 1.70 chains to a corner; thence North 12 degrees West 23.50 chains to a corner in or on road; thence South 69 degrees West 5.30 chains to a corner; thence South 76 degrees West 11.00 chains to a corner; thence North 86 degrees West 10.00

together with all rents and other revenues or incomes therefrom, and all and singular, the rights, members, hereditaments and appurtenances thereto belonging, or in any wise incident or appertaining, 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 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 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 management plans as Mortgagee shall, from time to time, prescribe; and to make no improvements upon said property without consent by Mortgagee.
4. To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note, and in any extensions or renewals thereof, and in any agreements supplementary thereto, and in any loan agreement executed by Mortgagor on account of said indebtedness, and in this mortgage contained.
5. To comply with all laws, ordinances and regulations affecting said property or its use.
6. That the indebtedness hereby secured was expressly loaned by the Mortgagee to the Mortgagor for the purpose of purchasing this said property, and that the Mortgagor did use said moneys to purchase same.
7. The Mortgagee, its agents and attorneys, shall have the right at all times to inspect and examine said property for the purpose of ascertaining whether or not the security given is being lessened, diminished, depleted or impaired, and if such inspection or examination shall disclose, in the judgment of the Mortgagee, that the security given or property mortgaged is being lessened or impaired, such condition shall be deemed a breach of the covenants of the mortgage on the part of the Mortgagor.
8. That all of the terms and provisions of the note which this mortgage secures, and of any extensions or renewals thereof, and of any agreements supplementary thereto, and of any loan agreement executed by Mortgagor on account of said indebtedness, are hereby incorporated in and made a part of this mortgage as if the same were set out in full herein, and shall be construed with said Mortgage as one instrument.
9. That without Mortgagee's consent no final payment of the indebtedness herein secured shall be made, nor shall a release of Mortgagee's interest in and to said property or lien be made, within five years from and after the date of the execution of this mortgage.
10. That all awards of damages up to the amount of the indebtedness of Mortgagor to Mortgagee in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Mortgagee who may apply same to payment of the installments last to become due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances therefor and to appeal in the name of Mortgagor or Mortgagee from any such award.
11. That if advances are made or expenses incurred by the Mortgagee which become an additional amount due to Mortgagee under the terms of this instrument, any payments received by Mortgagee thereunder after such advances or expenses become due shall be applied, first, to the payment of such advances or expenses with interest; Provided, however, that any payment made to Mortgagee during the continuance of any default hereunder may be applied to the extinguishment of any indebtedness hereby secured in such order as Mortgagee may determine, notwithstanding any provision to the contrary herein or in said note or loan agreement contained.
12. That Mortgagor will record this mortgage at his expense in the office of the Register of Mesne Conveyances in said country.