

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

Oliver Farnsworth
8415
AT 1:11 O'CLOCK P.M.

The debt hereby secured is paid in full. The first installment of two hundred twelve & 28/100 Dollars (\$212.28) being due and payable on the 31st day of December 1941, the next succeeding thirty-eight installments, annually thereafter and the fortieth installment, on the 31st day of December 1979, or forty years from the date of said note whichever date is the earlier; and

KNOW ALL MEN BY THESE PRESENTS: THAT, WHEREAS, the undersigned T. A. Hammond x

The United States of America
By James F. Galbreath County Superior, Greenville County, South Carolina
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 27th day of March 1941 for the principal sum of Forty-Nine Hundred Seven & No/100 (\$4,907.00) Dollars, with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; 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 Oneal Township, Greenville County, State of South Carolina, on the west side of South Tyger River, containing 156.30 acres, more or less, according to a plat of property of Thomas L. Smith made by H. S. Brockman, Surveyor December 6, 1940, recorded in Book K, Page 85, in the office of the Clerk of Court of Greenville County, South Carolina, and having, according to said plat, the following notes and bounds, to-wit:

BEGINNING at a point in the center of road leading to Greer, corner of other property of Thomas L. Smith, and running thence North 50 degrees 50 minutes East 662 feet to a point; thence still with said Smith line North 64 degrees 20 minutes East 1402 feet to a point; thence still with said Smith line North 68 degrees 45 minutes East 634 feet to a point in the center of a road; thence still with said Smith line South 49 degrees 50 minutes East 1365 feet to a point in line of property of Dave Tripp; thence with said Tripp line crossing a branch North 69 degrees 00 minutes East 1226 feet to a point in the center of South Tyger River; thence with the center of said Tyger River in a northwesterly direction the following courses and distances North 16 degrees 30 minutes West 440 feet; North 31 degrees 16 minutes West 651 feet; North 60 degrees 00 minutes West 223 feet; North 7 degrees 36 minutes West 475 feet; North 25 degrees 34 minutes West 469 feet; North 53 degrees 55 minutes West 95 feet to the mouth of a small branch; thence leaving said River and running South 65 degrees 15 minutes West 985 feet to a point in a branch; thence South 65 degrees 45 minutes West 377.5 feet to a stake in said branch, corner of Parris land; thence with said Parris line following the branch North 79 degrees 15 minutes West 815.8 feet to a dogwood; thence still with said Parris line and following the branch North 59 degrees 15 minutes West 499.6 feet to an ivy, corner of Collins land; thence with said Collins line South 26 degrees 00 minutes West 1881 feet to a point at the intersection of two roads; thence still with said Collins line and along the center of a road South 47 degrees 30 minutes West 230.5 feet; thence South 17 degrees West 50 feet; thence still with the Collins line South 26 degrees 05 minutes West 693 feet to a point in the center of the road leading to Greer; thence with the center of said road South 46 degrees East 275 feet to the beginning corner.

Being a portion of a tract of land conveyed to Thomas L. Smith by The Peoples National Bank of Greenville, South Carolina, as Executor of the D. D. Davenport Estate, being bounded on the North by lands of Collins and Parris, on the East by the South Tyger River, on the South by lands of Dave Tripp, and other property of Thomas L. Smith, and on the West by the road leading to Greer

Being the same land that was conveyed to T. A. Hammond by a certain deed made by Thomas L. Smith, dated March 31, 1941, 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 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 of 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