17769 USDA-FHA Form FHA 427-1 S. C.

(Rev. 10-11-67)

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REAL ESTATE MORTGAGE FOR SOUTH CAROLINA
(INSURED LOANS TO INDIVIDUALS)

## KNOW ALL MEN BY THESE PRESENTS, Dated January 28, 1969 WHEREAS, the undersigned Jasper Thomason ---

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of all amounts payable to the insured lender in connection with the loan, and WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign the instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower:

NOW, THEREFORE, in consideration of said loan and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement. Borrower does hereby grant, bargain, sell, release, and assign unto the Government, with general warranty, the following property situated in the State of South Carolina, County(ies) of Greenville

All that piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, lying on the northerly side of Roper Mountain Road and being known as Tract No. 3 in property of the estate of Chas. C. Thomason as shown on a plat of the property made by J. Mac Richardson, Reg. Land Surveyor, in December, 1952, which said plat is recorded in Plat Book Y, Page 110. The tract of land being here conveyed begins at a nall in center of the Roper Mountain Road at joint corners of tracts numbers 3 and 4 in the Thomason subdivision and runs thence N. 13-14 W. 569 feet along the joint line of tracts numbers 3 and 4 to iron pin on bank of spring branch; thence along that branch as a line which is also the dividing line between tract numbers 3 and 4 N. 83-06 W. 259.8 feet to stake; thence continuing along said branch N. 46-54 W. 474.9 feet to iron pin on bank of Rocky Creek; thence along that creek as a line N. 8-16 E. 500.3 feet to corner in wooden bridge; thence along a road leading past the old Chas. C. Thomason home S. 74-46 E. 135 feet to bend in road; thence N. 82-22 E. 180 feet to another bend;

FHA 427-1 S. C. (Rev. 10-11-67)