Position 5

USDA-FHA
From Fig. 427-1'S. C.
(Rev. 10-11-67)

808x 1117 MSE 479

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

ENOWALL MEN BY THESE PRESENTS, Dated February 20, 1969
WHEREAS, the undersigned Carl Anderson, Jr. and Ida Anderson

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 helder 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

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 tract of land starting at a point of beginning at the Northwest corner of Lot 2, Section 13, of Luckytown, Plat Book EE, Pages 140 and 141, RMC Office for Greenville County; and then proceeding Northwest in the exact same direction and line as the Western boundary of said Lot 2 for a distance of 83 feet to a stake; thence N 48-30 E for a distance of 480 feet to a stake at the corner of Mush Creek Road and Locust Hill Road; thence S 26 W for a distance of 480 feet, more or less, following the Northwest boundary of Locust Hill Road to the Southeast corner of Lot 1, Section 13, of Luckytown; thence Northwest for 110 feet following the Eastern boundary of said Lot 1 to the Northeast corner of Lot 1; and then West for a distance of 80 feet following the North boundaries of said Lot 1 and Lot 2 to the point of beginning. Said above mentioned tract being 12 acres, more or less, and lying and being in Highland Township, of Greenville County in the State of South Carolina; and the above said Section 13 shown more fully by the plat mentioned above, reference to which is prayed for a complete description.

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

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