

FILED
GREENVILLE, CO. S. C.

AUG 23 3 01 PM '77

BOOK 1407 PAGE 885

USDA-FmHA
Form FmHA 427-1 SC
(Rev. 8-19-75)

DONNIE S. TANKERSLEY
REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by Michael F. Barberty and Pamela L.

Barbery

residing in Greenville County, South Carolina, whose post office address is

1204 Yellow Wood Drive, Simpsonville, South Carolina 29681

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 30, 1976	\$23,200.00	8½%	April 30, 2009

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949.

And 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 this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, 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 contract by reason of any default by Borrower:

NOT, THEREFORE, in consideration of the loan(s) 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 holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract 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 certain piece, parcel or lot of land, situate lying and being in the town of Simpsonville, Austin Township, County of Greenville, State of South Carolina, on the North side of Yellow Wood Drive, being shwon and designated as a portion of Lot No. 779 Section VI, sheet 1 of 2, Westwood Subdivision, as shwon on plat thereof recorded in Plat Book 4X at Page 100, in the RMC Office for Greenville County, S. C. and more particularly described on plat made by Robert R. Spearman Surveyor dated August 18, 1976, entitled revisions of Lot Nos. 778, 779, and 780 Westwood Subdivision Section VI, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6-6, at Page 16 and having, according to the last mentioned plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Yellow Wood Drive at the joint corner of Lot Nos. 778 and 779 and running thence along the old property line of Lots 778 and 779 N. 53-32 E. 174.6 feet to an iron pin;

FmHA 427-1 SG (Rev. 8-19-75)

4328 RV-2