

USDA-FmHA
Form FmHA 427-1 SC
(Rev. 10-19-76)

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by _____

Robbie Joe Curd and Patricia C. Curd

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

_____, South Carolina _____

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>
Feb. 3, 1978	24,500.00	eight	

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:

NOW, 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 lot of land with the buildings and improvements thereon, situate on the north side of Seminole Drive and the east side of Westwood Drive, near the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 13 on Plat of Section 1 of Westwood Subdivision, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4F at Page 21 and having according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the north side of Seminole Drive at the joint corner of Lots 12 and 13 and runs thence along the line of Lot 12, N. 0-01 W. 175 feet to an iron pin; thence, along the line of Lot 14 S. 89-16 W. 145.3 feet to an iron pin on the east side of Westwood Drive; thence, along Westwood Drive, S. 0-01 E. 150 feet to an iron pin at the intersection of Westwood Drive and Seminole Drive; thence, with the intersection of said Drives, S. 45-26 E. 35.1 feet to an iron pin on the north side of Seminole Drive; thence, along Seminole Drive N. 89-10 E. 120 feet to the beginning corner.

DERIVATION: See deed of James R. Hill and Lois G. Hill to be recorded of even date herewith.

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