

FILED
Greenville S.C. CO. S.C.

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USDA-FmHA
Form FmHA 427-1 SC
(Rev. 10-25-77)

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

JUL 14 30 PM '79
DONALD STANFERSLEY
R.H.C.

THIS MORTGAGE is made and entered into by James A. Binns and Patricia D. Binns

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

Route 5, Windtree Court, Travelers Rest, South Carolina 29690

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>
July 12, 1979	\$31,600.00	8-3/4%	July 12, 2012

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 piece, parcel or lot of land, situate, lying and being in the County of Greenville and being known and designated as Lot 4, Windtree Subdivision, according to a plat prepared of said property by C.O. Riddle, Surveyor, July 1, 1977, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at Page 12, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Windtree Court, joint front corner of Lot 5 and running thence with the common line with said Lot, N. 58-27 W. 445.5 feet to a point; thence, S. 17-19 W. 154.7 feet to a point, joint rear corner with Lot 3; thence running with the common line with Lot 3, S. 58-27 E. 407.5 feet to a point on the edge of Windtree Court; thence running with the edge of said Court, N. 31-33 E. 150 feet to a point on the edge of said Court, the point of Beginning.

The within property is the identical property conveyed to the mortgagors herein by deed of Brown Enterprises of S.C., Inc. of even date herewith and which said deed is being recorded simultaneously with the recording of this instrument.

FmHA 427-1 SC (Rev. 10-25-77)

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