

P.O. Box 10040
Greenville
USDA-FmHA
Form FmHA 427-1 SC
(Rev. 5-4-82)

FILED
GREENVILLE CO. S.C.
Position 3

OCT 20 4 14 PM '82

Borrower Case No.

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA BOOK 1583 PAGE 559

THIS MORTGAGE is made and entered into by Eugene F. Fitzgerald and Ellen M. Fitzgerald

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

305 Aberdare Lane Greenville, South Carolina 29615

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government":

WHEREAS Borrower is indebted to 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>
Oct. 20, 1982	\$20,230.00	8%	Oct. 20, 2002
Oct. 20, 1982	\$44,770.00	15½%	Oct. 20, 2002

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

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, or any other statutes administered by the Farmers Home Administration;

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;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

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 - Spartanburg :

All that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville on the southwestern side of Aberdare Lane, designated as Lot No. 34 on plat entitled "Kingsgate" recorded in the RMC Office for Greenville County in Plat Book WWW at Page 44. For more complete and particular description reference is hereby made to above referred to Plat and record thereof.

This being the same property conveyed to Mortgagors herein by deed recorded in Deed Book 1017 at Page 41 in the RMC Office for Greenville County. *The Deed was Recorded on April 18, 1975. Its Grantor was Lewis H. Roosa.* FmHA 427-1 SC (Rev. 5-4-82)

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