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March 6, 2005

USDA-FHA Form PHA 427-1 SC (Rev. 11-2-70)

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

KNOW ALL MEN BY THESE PRESENTS, Dated March 6, 1972 Roy A. Earnest WHEREAS, the undersigned ... Greenville Annual Rate Due Date of Final Date of Instrument Principal Amount of Interest Installment March 6, 1972 \$17,500.00~ 7 1/4%

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 holder of the insured note, in turn, will be the insured lender; and

HEREAS, 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 leader 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 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 the loan evidenced thereby, 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 was 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 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 than the state of the payment of the payment of an insurance or other than the state of the payment of t

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 charge, (o) at all times when the note is held by an insured lender, to secure performance of fortower's agreement 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 <u>Greenville</u> South Carolina, County(ies) of \_\_\_\_ ALL that certain piece, parcel or lot of land in Bates Township,

Greenville County, State of South Carolina, near Travelers Rest, and being known and designated as Lot Number 30 as shown on a revised map of Tracts 58, 59 and 60 of a subdivision known as Meadowbrook Farms, a plat of which is of record in the RMC Office for Greenville County, South Carolina, in Plat Book VV, at Page 51, and having the following metes and bounds, to-wit: BEGINNING at a point on the southern side of Loraine Drive at the joint front corner of Lots Nos. 29 and 30 and running thence with the southern side