RAINEY, FANT & MCKAY, ATTYS

USDA – FHA Form FHA 427-1 SC (Rev. 7-1-73)

Position 5

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

WHEREAS, the understand Jacky D. Ayers and Nancy M. Ayers

Greenville

residing is Greenville County, South Carolina, whose post office address 515 Agewood Drive, Simpsonville Simpsonville States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below the word "note" as seed herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indeltedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument Principal Amount of Interest Installment

October 17, 1974

\$20,500.00

9% October 17, 2007

And the note embences a lian to Birrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Constituted Farm and Rural Beseligment Act, in Title V of the Housing Act of 1989.

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 is held by as insured hidder, this instrument shall not secure payment of the note or attach to the deld evidenced thereby, but as to the note and such deld shall constitute an indennity mortgage to secure the Government against lines under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the hunds) and do at all times when the note is held by the Government, in in the event the Government should assign this instrument without insurance of the payment of the note, he secure primary payment of the opte 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 insurance in herein, in secure performance of Bisnower's agreement become to indemnify and save harmless the Government against loss under its insurance contact by reason of any default by Bisnower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures nade by the Government, with interest, as hereinafter described, and the performance of every coverant and agreement of Bisnower contained become in in any supplementary agreement, Bisnower does hereby grant, bargain, sell, release, and assign into the Government, with general warranty, the following property situated in the State of South Carolina, Countries of Georgia and Georgia and the Government, with general warranty, the following property situated in the State of

ALL that lot of land with the buildings and improvements thereon situate on the east side of Agewood Drive and the north side of Tebblewood Drive, in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 493, Section V, Sheet One on plat of Westwood Subdivision made by Piedmont Engineers and Architects, November 28, 1972, recorded in the RMC Office for Greenville, S. C. in Plat Book 4-X, Page 62 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Agewood Drive at the joint corner of Lots 493 and 494 and runs thence along the line of Lot 494 S. 85-21 E. 140.1 feet to an iron pin; thence along the line of Lot 492 S. 3-52 W. 86.7 feet to an iron pin on the north side of Tebblewood Drive; thence along Tebblewood Drive N. 88-42 W. 115 feet to an iron pin at the intersection of Tebblewood Drive and Agewood Drive; thence with the intersection of said drives N. 42-28 W. 34.6 feet to an iron pin on the east side of Agewood Drive; thence along Agewood Drive N. 3-47 E. 70 feet to the beginning corner.

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