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

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by JOSEPH S. & HEIDI T. PORTER

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

1220 Davenport, Simpsonville, South Carolina 29681

herein called "Borrower," and

WHILES 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, as 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 Settlement</u>
February 9, 1979	\$31,000.00	8-3/4%	February 9, 2012

And the note evidences a loan by Borrower and the Government, at such time, has assigned the note and issued 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 assignment of the note, to secure prompt payment of the note, but when the note is held by an insured builder, this instrument shall not secure payment of the note in effect to the debt evidenced thereby, but as to the note and such debt shall constitute an independent mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the facts set forth above, when the note is held by the Government, or in the event the Government should assign this instrument without assignment of the note, to secure prompt payment of the note and any interest and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charges, or at all times when the note is held by an insured builder, to secure performance of Borrower's agreement herein to indemnify and hold harmless the Government against loss under its insurance contract by reason of any default by Borrower, and it is at this event and at all times to secure the prompt payment of all charges and expenditures made to the Government, with interest, as hereinabove described, and the performance of every covenant and agreement of Borrower contained herein, or in any supplemental agreement, Borrower does hereby grant, bargain, sell, release, and assign unto the Government, with general warrants, the following property situated in the State of South Carolina, County of Greenville:

ALL that certain piece, parcel or lot of land in the Town of Simpsonville, being known and designated as Lot No. 187 of Subdivision known as WESTWOOD SOUTH, Section 1, Sheet 1 as shown by plat prepared by Piedmont Engineers, Architects and Planners dated June 14, 1978 and recorded in plat book 6H at page 56. Reference to said plat is hereby craved for a more particular description.

Being a portion of the same property conveyed to the mortgagors herein by deed of Builders & Developers, Inc. of even date herewith, to be recorded. Also see Deed Volume 927 at page 403.

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