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800x 1372 FASE 569 DONNIE STÄNKERSLEY R.M.C. LEATHERWOOD, WALKER, TODD & MANN

USDA-FmHA Form FmHA 427-1 SC (Rev. 8-19-75)

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by Frank A. Schmidt and Anita S. Schmidt <u>Greenville</u> County, South Carolina, whose post office address is residing in - , South Carolina 29651 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:

Due Date of Final Annual Rate Installment of Interest Principal Amount Date of Instrument July 9, 2009 \$23,200.00 8-1/2% July 9, 1976

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:

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_____

All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, being known and designated as Lot No. 2, Blue Ridge Heights Subdivision according to a plat by Thurl M. Amick, RLS, dated October 10, 1975 and revised April 23, 1976 and being recorded in the RMC Office of Greenville County in Plat Book 5P, Page 27 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on or near the center of Highway S23-114, the joint front corner of Lots 1 and 2 and running thence with the common line of said lots, S. 29-26 E. 25 feet to an iron pin; thence S. 29-26 E. 273.59 feet to an iron pin; thence S. 72-42 E. 44.5 feet to an iron pin; thence N. 26-09 E. 120.6 feet more or less to an iron pin at the joint rear corner of Lots 2 and 3; thence running with the common line of said lots, N. 29-26 West 237.83 feet to an iron pin; thence N. 29-26 West, 25 feet to a point in or near the center of Highway \$23-114; thence running with the said road, S. 30-34 W. 130 feet to a point in or near the center of said road, the point of Beginning.

> (OVER) FmHA 427-1 SC (Rev. 8-19-75)

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