

FILED
GREENVILLE CO. S. C.
APR 10 1972
OLLIE FARNSWORTH
R. M. C.

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BOOK 1228 PAGE 501
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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGAGE

(Direct)
OLLIE FARNSWORTH
R. M. C.

This mortgage made and entered into this 10th day of April 1972, by and between ALLEN W. BYRD and NANCY E. BYRD

(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 1801 Assembly Street, Columbia, South Carolina 29201

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina :

All that lot of land with improvements, situate, lying and being on the southwestern side of Guess Street in Greenville County, S. C., being shown and designated as Lot No. 160 on a plat of Mills Mill property made by Piedmont Engineering Service, dated June, 1954, and recorded in the RMC Office for Greenville County, S.C., in Plat Book GG at pages 60-61, reference to which is hereby craved for the metes and bounds thereof, and also being shown on a more recent plat by Dalton & Neves, Engineers, dated August 21, 1969, and recorded in the RMC Office in Plat Book 48, Page 189.

This mortgage is given subject only to existing first mortgage held by Carolina National Mortgage Investment Company, Inc. in the approximate amount of \$8,481.00

In addition to said real property, this mortgage also covers and includes all other real property owned by the mortgagor and used or kept for use in connection with the business of the mortgagor, including all such other real property which may be hereafter acquired by the mortgagor for such use. Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated in the principal sum of \$ 3,500 , signed by West Greenville Cab Co., Inc. in behalf of Small Business Administration

SBA Form 927 (1-71) Previous Editions are Obsolete.