

CHERO & WILKINSON
GREENVILLE CO. S. C.

BOOK 1287 PAGE 287

AUG 8 2 18 PM '73

GONNIE S. TANKERSLEY
R.M.C.

MORTGAGE (Direct)

This mortgage made and entered into this 2nd day of August 1973, by and between James Walter Sides and Carol U. Sides

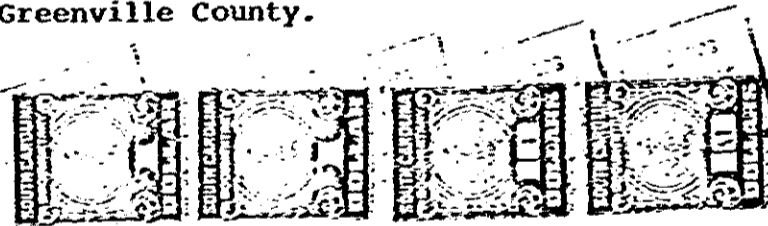
(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at Columbia, South Carolina

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 certain piece, parcel or lot of land situate lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot Number 34 of a subdivision known as Colonial Hills, Section II, plat of which is recorded in the RMC Office for Greenville County in Plat Book RR at Page 185 and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Embry Street at the joint corner of Lots 33 and 34 and running thence with Embry Street, N 37-56 E 80.1 feet to an iron pin at the intersection of Embry Street and Brushy Creek Road; thence with the curvature of said roads, N 78-17 E 38.2 feet to an iron pin on the Southwestern side of Brushy Creek Road; thence with said Road, S 61-22 E 90 feet to an iron pin on said road; thence turning and running, S 28-00 W 145.0 feet to an iron pin; thence, S 57-32 W 58.8 feet to an iron pin at the joint rear corner of Lots 33 and 34; thence with the common line of said lots, N 19-57 W 140.4 feet to an iron pin on Embry Street, the point of beginning.

This is the same property conveyed to James Walter Sides and Carol U. Sides by deed recorded in Deed Book 836 at page 543 in the RMC Office for Greenville County.



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 31 July, 1973 in the principal sum of \$55,000.00, signed by James E. Burns and James W. Sides in behalf of Tri-State Supply Company, Inc.

RECORDED

4328 RV.3