

FILED
GREENVILLE CO. S. C.

1975 4 20 11:17
JOHN S. [unclear] SHERIFF

MORTGAGE

(Direct)

S. B. A.

This mortgage made and entered into this 18th day of June 1975, by and between Jimmy E. Minyard, unmarried, and Quality Cadillac-Oldsmobile, Inc., a South Carolina Corporation, (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, City of Greer, Chick Springs Township, and described as follows:

Being Lots Numbers 78, 79, 80, 106 and 107 as shown and delineated upon a plat entitled, "W. H. Brockman Estate, Greer, S. C." dated June, 1926, made by Dalton and Neves, Engineers, Greenville, S. C., which plat is duly recorded in Map Book H, Page 132, in the RMC Office for Greenville County, S. C., and described by metes and bounds as follows:

BEGINNING at a point where the Eastern margin of Hunt Street intersects the Southern margin of West Poinsett Drive (shown as National Highway on the above referred to plat) and running thence with the Eastern margin of said Hunt Street South 12 degrees 00 minutes West 350 feet to the Northern margin of Lancaster Avenue (shown as King Street on the above referred to plat); thence with Northern margin of Lancaster Avenue South 78 degrees 00 minutes East 140 feet to an iron pin, a corner of lots numbers 105 and 106 as shown on the above referred to plat; thence North 12 degrees 00 minutes East 175 feet to an iron pin, corner common to Lots Numbers 79, 80, 105 and 106 as shown on the above referred to plat; thence South 78 degrees 00 minutes East 70 feet to an iron pin a corner common to Lots Numbers 80, 81, 104 and 105 as shown on the above referred to plat; thence North 12 degrees 00 minutes East 175 feet to an iron pin in the Southern margin of West Poinsett Drive; thence with the southern margin of said drive North 78 degrees 00 minutes West 210 feet to the BEGINNING.

Lots 78 and 80 hereinabove referred to were conveyed to Jimmy E. Minyard by J. T. Minyard by deed dated January 5, 1972, which deed is duly recorded in the RMC Office for Greenville County. Lot Number 79 hereinabove referred to was conveyed to Minyard Cadillac-Oldsmobile, Inc., (now Quality Cadillac-Oldsmobile, Inc.) by Robert L. Morris by deed dated April 27, 1956, recorded in Book 551, page 406, RMC Office for Greenville County. Lots Numbers 106 and 107 hereinabove referred to were conveyed to Minyard Cadillac-Oldsmobile, Inc. (now Quality Cadillac-Oldsmobile, Inc.) by Smiley E. Morrow and Minnie H. Morrow by deed dated December 5, 1959, recorded in Book 640, page 517 RMC Office for Greenville County. Reference being had to said deeds in aid of the description.

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 June 18, 1975 in the principal sum of \$ 45,000.00 signed by Jimmy E. Minyard, President, & Robert A. Dobson, Jr., in behalf of Quality Cadillac-Oldsmobile, Inc., and Jimmy E. Minyard, Secretary.

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