

MORTGAGE

(Direct)

This mortgage made and entered into this 20th day of December,
19 77, by and between Frank O. Ferguson -----

(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 St., Columbia, S. C. 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, in O'Neal Township containing 41 acres more or less and being a portion of a 56 acre tract of land shown on plat of A.J. McMillin Estate in Plat Book "B" at Page 97, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Few's Bridge Road (also known as Chastain Road) at the corner of the tract retained by the grantors, which iron pin is situate S 84-57 E, 300 feet from the corner of James C. Lister, and running thence S 84-57 E, 333 feet more or less to a point in said road; thence S 68 E, 198 feet to an iron pin in said road; thence continuing with said road approximately S 68 E, approximately 200 feet, to the point of intersection of the Few's Bridge Road and Bramlett Bridge Road; thence along the center of Bramlett Bridge Road, S 45 E, 297 feet to a point in said road; thence continuing with the center of said road S 35 E, 660 feet to an iron pin in the center of said road S 45 W, 501.6 feet to a point; thence Due West along the lands formerly of Bramlett and Ebb Lynn Estate 1,369.5 feet more or less to an iron pin; thence N 41 W, 449.8 feet to an iron pin at the corner of the property sold to W.F. McKinney in Deed Book 256 at Page 342; thence along his lot N 45-30 E, 253 feet to an iron pin; thence N 24 W, 304 feet to an iron pin at the corner of J.C. Lister, C.E. Pearson, and McKinney; thence along the Lister property N 56-30 E, 268 feet to an iron pin; thence N 39-15 E, 79.5 feet to an iron pin at the corner of the tract reserved by the grantors which corner is situate 350.5 feet S 39 W from the corner of James C. Lister in said lot; thence S 84-57 E, 300 feet to an iron pin; thence N 39 E, 350.5 feet to the point of beginning. This description was arrived at by the deduction of 5 acres conveyed to C.E. Pearson in Deed Book 240, Page 151; 2 acres to W.F. McKinney in Deed Book 256 at Page 342; and 6.3 acres to J.C. Lister in Deed Book 538 at Page 93; and the lot reserved by the grantors shown on plat entitled "Mrs. J.J. Gravely" recorded in Plat Book LLL, Page 54. This is a portion of the property conveyed to J.J. Gravely in Deed Book 168 at Page 178. He died testate as will appear in Apartment 762, File 6.

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 December 20, 1977, in the principal sum of \$ 30,100.00, signed by Frank O. Ferguson, in behalf of