

"THIS IS A DEBT DUE THE UNITED STATES NO DOCUMENTARY STAMPS REQUIRED"

SBA LOAN NR. (F)DL-B 914141 10 06-Cols

MORTGAGE

(Direct)

This mortgage made and entered into this 6th day of January, 1978, by and between John L. Kuykendall and Roberta F. Kuykendall

(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, SC 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 School District #45, containing 185.58 acres, more or less, and having, according to a plat prepared by Carolina Engineering & Surveying Company, April 8, 1963, recorded in Plat Book 5-B at Page 62, the following metes and bounds, to-wit:

BEGINNING at a point in the center of County Highway #50 at the joint corner of property herein conveyed and property now or formerly of Kellett and running thence with the common line of said property S 60-45 E 672 feet to a point in line of property now or formerly of Coates; thence with the Coates line N 70-35 E 718 feet and N 65-30 E 1072 feet to point in line of property now or formerly of Peoples; thence with Peoples line and line of property now or formerly of Peden S 2-30 E 2350 feet to an iron pin in line of other property of mortgagors; thence with the line of said property N 77-0 W 250 feet; S 69-0 W 350 feet; S 42-30 W 205 feet; S 88-30 W 487 feet, and N 68-15 W 332 feet to a point in the center of County Highway #50; thence with the center of said highway S 24-15 E 414.48 feet and S 49-30 E 131.34 feet to a point in line of property now or formerly of Coker; thence with the Coker line N 86-15 W 864.60 feet; S 4-45 W 593.34 feet and with the line of Coker and property now or formerly of Borroughs N 86-35 W 537.9 feet; thence continuing with the Borroughs line and property now or formerly of Lollis N 10-30 W 1058.64 feet; thence continuing with the Lollis line N 71-45 W 838.86 feet to a point in line of property now or formerly of Clerk; thence with the Clark line N 4-0 E 269.28 feet to a point in line of property now or formerly of Campbell; thence with the Campbell line N 74-15 E 572.88 feet and N 47-20 W 1135.2 feet to a point in the Kellett line; thence with the Kellett line N 72-0 E 1819.62 feet to the point of beginning.

LESS AND EXCEPT 4.40 acres taken by the South Carolina Highway Department for widening of South Carolina Highway 418.

LESS AND EXCEPT 1.1 acres conveyed by Charles P. and Fleeta A. Kuykendall dated September 5, 1957, and recorded in the RMC Office for Greenville County in Deed 583 at Page 498, particularly described as follows:

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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 January 6, 1978, in the principal sum of \$ 201,000.00, signed by John L. Kuykendall, Individually in behalf of

SBA Form 927 (3-73) Previous Editions are Obsolete.

(Description continued on attached page)

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