

THIS IS A DEBT DUE THE UNITED STATES;
THEREFORE NO DOCUMENTARY STAMPS REQUIRED.

L-875491 10 01-COLA

BOOK 1427 PAGE 112
Small Business Administration
1801 Assembly Street
Columbia, S.C. 29201

FILED
GREENVILLE CO. S. C.

MAR 29 1 14 PM '78
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

(Direct)

This mortgage made and entered into this 29th day of March
1978, by and between Lawrence Jay Cohen and Karen F. Cohen

(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.

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 in the County of Greenville, State of South Carolina, at the southwesterly intersection of Merrifield Court and Castlewood Drive, being known and designated as Lot No. 106, on plat entitled "Final plat Revised, Map #1, Foxcroft, Section II", as recorded in the RMC Office for Greenville County, S.C., in Plat Book 4N, at pages 36 and 37, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Merrifield Court, said pin being the joint front corner of Lots Nos. 105 and 106, and running thence with the common line of said lots, S. 22-35 W. 180.9 feet to an iron pin, the joint rear corner of Lots Nos. 105 and 106; thence S. 63-35 E. 158.1 feet to an iron pin on the northwesterly side of Castlewood Drive; thence with the northwesterly side of Castlewood Drive, N. 30-48 E. 70 feet to an iron pin; thence continuing with said Drive N. 36-02 E. 70 feet to an iron pin at the intersection of Castlewood Drive and Merrifield Court; thence N. 6-41 W. 34.5 feet to an iron pin on the southwesterly side of Merrifield Court; thence with the southwesterly side of Merrifield Court, N. 56-34 W. 84 feet to an iron pin; thence continuing with said Court N. 61-51 W. 85 feet to an iron pin, the point of beginning.

THIS is the same property conveyed to the mortgagors by deed of Richard J. and Denise E. Brennan as recorded in the RMC Office for Greenville County, S.C. in Deed Book 1042 at page 913 on September 15, 1976.

THIS is a second mortgage subject to the mortgage of Lawrence Jay Cohen and Karen F. Cohen in the original amount of \$51,200.00 as recorded in the RMC Office for Greenville, S.C. in Mortgage Book 1377 at Page 808 on September 15, 1976. Said mortgage being from Lawrence Jay Cohen and Karen F. Cohen to First Federal Savings and Loan Association. THIS property is subject to Restrictive Covenants of Section II of Foxcroft Subdivision as recorded in the RMC Office for Greenville, S.C. in Deed Book 929 at Page 343 on 11/9/71.

THE subject property is also affected by:

- 1) Deed To Right-Of-Way and Release Agreement from Fred H. Hudson to the City of Greenville as recorded in the RMC Office for Greenville, S.C. in Deed Book 771 at Page 81 on 4/9/65.
- 2) Right-Of-Way and Easement to the City of Greenville from Cothran & Darby Builders, Inc. and M.G. Proffitt, Inc. as recorded in the RMC Office for Greenville, S.C. in Deed Book 937 at Page 61 on Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, light- ing, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby 2/24/72 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 therunto 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 March 29, 1978 in the principal sum of \$ 45,000.00, signed by KIMBERLY BROOK LTD., INC, by Kimberly Brook its President, and attested by its Secretary, James D. Allen.

REC-1 MAR 29 1978 1030

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