

GREENVILLE CO. S.C.

MORTGAGE

(Direct)

1433

This mortgage made and entered into this 26th day of April 1978, by and between W. B. BENNETT, JR.

(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 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, on east side of Augusta Road and being known and designated as part of Tract No. 6 on plat of property of Mrs. Hattie J. Charles Estate made by W. J. Riddle, Surveyor, January 13, 1943, recorded in RMC Office for Greenville County in Plat Book K, page 145, and having according to said plat the following metes and bounds, to wit:

BEGINNING at point in center of Augusta Road in line of Tract 1 at corner of Tract 5 and running thence along line of Tract 5, S. 74-30 E. 1762.92 feet new corner of J.L. Campbell; thence with new and west line of J. L. Campbell S. 22 W. 730.62 feet to Campbell's new corner, iron pin in center of County Road leading to Augusta Road; thence down center of County Road along following courses and distances: N. 66-15 W. 239.5 feet to point; thence N. 63 W. 430 feet to point; thence N. 49-30 W. 495 feet to point; thence N. 83-30 W. 770 feet to point in center of Augusta Road, said point being in line of Lot 7 where County Road runs into Augusta Road; thence up Augusta Road along line of Tract 7 and continuing along line of Tract 1, N. 33 E. 700.5 feet to beginning corner and containing 30.10 acres, more or less.

This being the same property conveyed to the Mortgagor herein by deed of Mary Morris Charles on October 20, 1952, recorded in RMC Office for Greenville County on October 21, 1952, in Deed Book 465, page 206.

This mortgage is junior in lien to a first mortgage to Federal Land Bank of Columbia in the original amount of \$36,000.00 dated December 28, 1965, recorded in Mortgage Book 1018, page 63.

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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 Even Date in the principal sum of \$,870.00 signed by William B. Bennett Individually

in behalf of
XXXXXXXXXX

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