

FILED
GREENVILLE CO. S. C.

AUG 7 4 59 PM '75

DONNIE S. TAYLOR
R.H.C.

SBA LOAN NO. L-722232 10 06-COLA

BOOK 1345 PAGE 721

MORTGAGE

(Direct)

This mortgage made and entered into this 28th day of July 1975, by and between John G. Wallace, 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, 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 :

being known and designated as Lot #181 of a subdivision known as Botany Woods, Sector IV, according to a plat thereof prepared by Piedmont Engineering Service in August, 1961, and recorded in the RMC Office for Greenville County in Plat Book YY at Page 23, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Bridgewater Drive at the joint front corner of Lots 181 and 182, and running thence with the joint line of said lots, N. 83-47 W. 215.8 feet to an iron pin at the joint rear corner of Lots 181 and 182 in the line of Cherokee Park property; and running thence with the line of said property, N. 33-10 E. 70.0 feet to an iron pin at the joint rear corner of Lots 181 and 180; thence with the joint line of said lots, N. 57-43 E. 147.7 feet to an iron pin on the western side of said Bridgewater Drive, joint front corner of Lots 181 and 180; and running thence with the curvature of said Bridgewater Drive, the chords of which are S. 37-00 E. 65 feet to an iron pin, S. 12-58 E. 40 feet to an iron pin, S. 2-54 E. 70 feet to the point of beginning.

This is a Second Mortgage to the prior Mortgage to Fidelity Federal Savings & Loan Association recorded in REM 1287 at page 48.

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 28 July 1975 in the principal sum of \$40,000.00, signed by John G. Wallace, Jr., individually and in behalf of Piedmont Distribution Services, Inc.