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MORTGAGE

(Direct)

This mortgage made and entered into this 22nd day of December 1977, by and between Juliet S. Ware, Individually and d/b/a THE END SHOP and John H. Ware (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 situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 16 as shown on plat of G. DeWitt Auld, recorded in the R.M.C. Office for Greenville County in Plat Book B at Page 127, and having such metes and bounds as shown thereon.

This is a Second Mortgage, the first being that given to the North Carolina National Bank by John Henry Ware and Juliet S. Ware recorded in Mortgage Book 1400 at Page 548 in the R.M.C. Office for Greenville County.

This land is identical property conveyed to the mortgagor by deed of T. Brumley South and Charles D. South dated August 13, 1970, and recorded August 13, 1970 in Deed Book 896 at page 143.

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 22, 1977 in the principal sum of \$ 20,000.00, signed by Juliet S. Ware, Individually and d'b/a THE END SHOP and John H. Ware.

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