

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

APC-942620 10 06-COLA

FILED  
GREENVILLE CO. S.C.

OCT 8 2 44 PM '80

DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

(Direct)

This mortgage made and entered into this 3rd day of September 19 80, by and between LYDA G. BENSTON, INDIVIDUALLY, AND THOMAS J. BENSTON, JR. AND W. G. BENSTON AS TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF THOMAS JEAN BENSTON, SR., (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 1835 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, near the northwest corporate limits of the City of Greenville, on the western side of Riverside Road, also known as the Old Bleachery Road and having, according to a plat of the property of T. J. Benston prepared by Dalton & Neves, November, 1949, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Riverside Road opposite the entrance of Edwards Street into Riverside Road and running thence along the western side of Riverside Road N. 59-26 W., 98 feet to an iron pin; thence continuing with the western side of said Road N. 61-45 W., 300 feet to an iron pin; thence continuing with the western side of said Road N. 43-45 W., 400.5 feet to an iron pin at the point of intersection of Riverside Road with McBeth Street as extended across Riverside Road; thence with McBeth Street S. 48 W., 328 feet to an iron pin on the eastern edge of the right of way of the Southern and G & N Railway; thence along the eastern edge of the said right of way S. 45-30 E., 525 feet to an iron pin; thence continuing with the eastern edge of said right of way S. 33-09 E., 353 feet to an iron pin; thence N. 37-06 E., 509 feet to an iron pin on the western side of Riverside Road, the beginning corner.

This is a portion of the property owned by Thomas Jean Benston at his death, who died testate on July 4, 1976. Under the terms of this Will this property was left to T. J. Benston, Jr. and W. G. Benston, as Trustees. They subsequently conveyed an undivided one-half interest in this property to Lyda G. Benston by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1074, Page 561 on March 1, 1978.

This mortgage is junior to that certain lien executed in favor of Community Bank in the amount of \$350,000.00 recorded in the R.M.C. Office for Greenville County in Real Estate Mortgage Book 1477, Page 253 on August 16, 1979.

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 September 3, 1980 in the principal sum of \$ 183,559.00, signed by FIBRE PROCESSING COMPANY, INC., by its President, ~~Thomas J. Benston~~ and attested by its Secretary, and T. J. BENSTON, SR., TRUST, by William G. Benston Thomas J. Benston, and LYDA G. BENSTON.

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