

GREENVILLE, S.C. 29601

1973 39

MORTGAGE

(Direct)

This mortgage made and entered into this 21st day of ~~April~~ 1974, by and between Johnny Hovie Leaks (also known as Johnny Hovin Leaks) and d/b/a J. H. LEAKS & COMPANY and Harriet J. Leaks (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 piece, parcel or lot of land situate in the State of South Carolina, County of Greenville, on the northwestern side of Arden Street, being known and designated as Lot. No. 72, as shown on a Plat of East Over, recorded in the R. M. C. Office for Greenville County, in Plat Book "F", at Page 42, and having, according to said Plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of Arden Street, at the joint front corner of Lots 71 and 72, and running thence with the common line of said Lots N. 25-30 W. 150 feet to an iron pin; thence running N. 64-30 E. 60 feet to an iron pin at the joint rear corner of Lots 72 and 75; thence with the common line of Lots 72, 73 and 74 and 75 S. 25-30 E. 150 feet to an iron pin on the northwestern side of Arden Street; thence with the line of said Street S. 64-30 W. 60 feet to the point of beginning.

This conveyance is made subject to such easements, rights-of-way and restrictions of record or as appear on the premises.

This is the same property conveyed to the mortgagors herein by deeds recorded in the R. M. C. Office for Greenville County in Deed Book 963, at Page 28, December 14, 1972.

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 in the principal sum of \$ 15,000.00, signed by Johnny Hovie Leaks, Individually and d/b/a J. H. LEAKS & COMPANY and Harriet J. Leaks