

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

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

# MORTGAGE

(Direct)

This mortgage made and entered into this 21st day of August  
19 75 , by and between JAMES GARY GARLAND and JANIS B. GARLAND

(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 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 :

ALL that certain piece, parcel or lot of land situate, lying and being in Paris Mountain Township near the City of Greenville in the County of Greenville, State of South Carolina on the southwestern side of Aiken Circle, being known and designated as all of Lot No. 17 and the northernmost 25 feet of Lot No. 18 of a subdivision of the property of the Berea Realty Company as shown on plat thereof prepared by John C. Smith and J. Coke Smith, Surveyors, in March, 1952 and recorded in the R.M.C. Office for Greenville County in Plat Book BB at Page 37, and known as the property of James Gary Garland and Janis B. Garland by plat prepared by Carolina Surveying Company recorded in the R.M.C. Office for Greenville County, in Plat Book 4M at Page 129, said lot having such metes and bounds as shown on said later plat.

This mortgage is given subject to existing mortgage in favor of C. Douglas Wilson in the approximate amount of \$17,889.00.

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 August 21, 1975 in the principal sum of \$ 9,000.00 , signed by James G. Garland as President, and Janis B. Garland as Secretary, in behalf of

RHETT JACKSON OF GREENVILLE, INC.

MS Form 927 (3-73) Previous Editions are Obsolete

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