

"THIS IS A DEBT DUE THE UNITED STATES. NO DOCUMENTARY STAMPS REQUIRED".

FILED
GREENVILLE CO. S. C.

SBA LOAN NO. L-774003 10 02-COLA

JUN 18 3 00 PM '76

DONNIE S. TANKERSLEY
R.H.C.

BOOK 1370 PAGE 713

MORTGAGE

(Direct)

This mortgage made and entered into this 18th day of June
19 76, by and between **WILLIAM D. SMARR AND MARY ANN SMARR**

(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 the County of Greenville, State of South Carolina, being known and designated as Lot No. 65, Section A on map of GOWER ESTATES, recorded in the R. M. C. Office for Greenville County in Plat Book QQ at pages 146 and 147 and being more fully described as follows:

BEGINNING at an iron pin on the southeastern side of Don Drive, joint front corner of Lots Nos. 67 and 65 and running thence S. 19-51 E. 126.1 feet; thence S. 76-41 E. 100 feet to an iron pin on Buckingham Road; thence N. 9-36 W. 173.3 feet to an iron pin; thence with the curve of the intersection of Buckingham Road and Don Drive N. 76-34 W. 36 feet to an iron pin; thence S. 63-38 W. 85 feet to the point of beginning.

This mortgage is second and junior in lien to that certain mortgage in favor of Fidelity Federal Savings and Loan Association, in the original amount of \$25,650.00, recorded in the R. M. C. Office for Greenville County in REM Volume 1264 at page 372.

This mortgage is also made subject to restrictive covenants recorded in Deed Volume 663 at page 118 in the R. M. C. Office for Greenville County, South Carolina.



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 June 18, 1976 in the principal sum of \$ 12,000.00, signed by William D. Smarr and Mary Ann Smarr, and D/B/A Pool Chemical and Supply, individually

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