

NOV 29 11 32 AM '76

DONNIE S. TANKERSLEY

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

1336 226

SBA LOAN NO. L-816495 10 02-COLA

MORTGAGE

(Direct)

This mortgage made and entered into this 29th day of November 19 76, by and between Sidney M. Freeman

(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 on the northwestern side of Foxhall Road in the County of Greenville, State of South Carolina, being known and designated as Lot No. 293 on Plat of Woodfields, Section 2, bearing date of January 5, 1951, prepared by Piedmont Engineers and Architects, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book Z, at Page 121, reference to which is hereby craved for the metes and bounds thereof.

Being the identical property conveyed to the mortgagor herein by deed of Larry Eugene Babb and Bonnie B. Babb (now Bonnie Ann Wilson), recorded on August 27, 1974, in the RMC Office for Greenville County, S. C., in Deeds Book 1005, at Page 701.

This is a second mortgage to that of Carolina National Mortgage Investment Company recorded in Mortgages Book 1236, at Page 277, on June 6, 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 ✓ December 29, 1976, in the principal sum of \$ 40,000.00, signed by Sidney M. Freeman, as President in behalf of THE WAYSIDE SHOP, INC.

SBA Form 927 (3-73) Previous Editions are Obsolete.