

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

GREENVILLE CO. S.C.

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RECORDED
INDEXED

BOOK 1379 PAGE 39

MORTGAGE (Direct)

This mortgage made and entered into this 21st day of September 19 76, by and between HENRY N. PACE AND NATALIE J. PACE

(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 : on the westerly side of McSwain Drive and being known and designated as Lot 78 on a plat of McSwain Gardens, prepared by C. O. Riddle, Surveyor, dated July, 1954 and recorded in the RMC Office for Greenville County in Plat Book "GG at Page 75 and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of McSwain Drive joint front corners of Lots 77 and 78 and running thence along common line S. 69-17 W. 175 feet to an iron pin; running thence along rear of Lot 78 N. 22-00 W. 90 feet to an iron pin; joint rear corners of Lots 77 and 79; thence along common line of said lots N. 61-0 E. 168 feet to an iron pin on the westerly side of McSwain Drive; thence along McSwain Drive S. 30-21 E. 49 feet to an iron pin; thence continuing along McSwain Drive S. 22-50 E. 66 feet to an iron pin to the point of beginning.

The above is the same property conveyed to the mortgagors by deed of Ruby L. Guinn recorded on August 28, 1975 in Deed Book 1023 at Page 364.

This is a second mortgage being junior in lien to a first mortgage to Fidelity Federal Savings & Loan Assn. in the original amount of \$36,000.00 dated August 25, 1975 and recorded in the RMC Office for Greenville County in Mortgage Book 1347 at Page 280.

This property is subject to restrictive covenants and easement recorded in the RMC Office for Greenville County in Deed Book 507 at Page 343.

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 21, 1976, in the principal sum of \$ 42,000.00, signed by Henry N. Pace, President and ~~in behalf of~~ William J. Pearson, Secretary, in behalf of The Great Escape, Inc.

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

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