

1416 577

# MORTGAGE

(Direct)

This mortgage made and entered into this 21st day of November 1977, by and between Doris M. Brown, Individually and d/b/a BLUE RIDGE HOUSE OF PLANTS and Ray A. Brown, (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 lot of land located in the State of South Carolina, County of Greenville, O'Neal Township, containing 1.34 acres, more or less, on the north-east side of a dirt road running off Edwards Lake Road, and being more particularly shown on a survey entitled "Plat of Lot of Markley A. Edwards sold to James W. Stockton", dated June 11, 1971, by Terry T. Dill, R.L.S., recorded in Plat Book SSS, page 423, and, according to said plat, having the following metes and bounds:

BEGINNING at a point in center of fifty-foot dirt road, said point being N. 41-20 W. 235 feet from its intersection with Edwards Lake Road, and running thence along center of said road N. 41-20 W. 233 feet to a point; thence N. 66-25 E. 317 feet to an iron pin; thence S. 19-55 E. 198 feet to an iron pin; thence S. 60-38 W. 235 feet to the point of beginning, iron pin back on line at 25 feet.

The above described property being identically the same conveyed to mortgagors herein by deed of James W. Stockton recorded November 17, 1975, in Volume 1027, page 455.

This mortgage is subordinate in rank to a prior mortgage over the within described premises given by Ray A. Brown and Doris M. Brown to Markley A. Edwards and Agnes S. Edwards recorded November 17, 1975, in Volume 1353 at page 795.

GCTO -----2 NO22 77 397

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 November 21, 1977 in the principal sum of \$ 20,000.00 signed by Doris M. Brown, Individually and d/b/a BLUE RIDGE HOUSE OF PLANTS and Ray A. Brown.

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

3.5001

4328 (RV-2)

0577