

THIS IS A DEBT DUE THE UNITED STATES; GREENVILLE CO. S. C. EOL-816466 10 09 COLA  
FORE, NO DOCUMENTARY STAMPS REQUIRED.

FILED  
SEP 29 9 08 AM '76

DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1379 PAGE 43

# MORTGAGE

(Direct)

This mortgage made and entered into this 21st day of September  
19 76, by and between JOSEPH C. GILLON AND LETHA J. GILLON

(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 south side of Melbourn Lane, being known and designated as Lot No. 71 on plat of Wellington Green, recorded in the RMC Office for Greenville County in Plat Book "YY" at Page 29 and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Melbourn Lane at the joint front corner of Lots No. 71 and 72 and running thence along the line of Lot No. 72 S. 30-13 W. 181.1 feet to an iron pin; thence N. 60-13 W. 100.7 feet to an iron pin; thence along the line of Lot No. 70 N.30-23 E. 182.1 feet to an iron pin; on the South side of Melbourn Lane; thence along the South side of Melbourn Lane, S. 59-37 E. 100 feet to the beginning corner.

The above is the same property conveyed to the mortgagors by Deed recorded April 1, 1976 in Deed Book 1034 at Page 40.

This is a second mortgage being junior in lien to a first mortgage to Fidelity Federal Savings & Loan Assn. in the original amount of \$36,550.00 dated March 30, 1976 and recorded in the RMC Office for Greenville County in Mortgage Book 1363, at Page 882.

The above property is subject to protective covenants and easements recorded in the RMC Office for Greenville County in Deed Book 685, at Page 135.

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 William J. Pearson, Secretary, in behalf of The Great Escape, Inc.

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