THIS IS A DEBT DUE THE U. S. NO DOCUMENTARY STAMPS REQUIRED."
SBA LOAN NUMBER (F)DL-B 948546 10 03 COLA

1424 PAGE 880

MORTGAGE
(Direct)

This mortgage made and entered into this 1st day of March 1978, by and between Bobby Joe Ayers

(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 St., Columbia, S. C. 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, containing 39.8 acres, more or less, located on the East side of the Loss Swamp Road about eight (8) miles South of Greenville, S. C., and having the following metes and bounds according to a plat of the property of J. F. Ayers made by W. J. Riddle, Surveyor, on November 15, 1933:

BEGINNING at a stake on the Loss Swamp Road and running thence N. 24-45 W. 253 feet along the Loss Swamp Road; thence N. 2 E. 466 feet along said road; thence N. 36-15 E. 396 feet to a stake on said road at the corner of T. N. Griffin, Estate; thence S. 77-10 E. 944 feet to an iron pin; thence N. 68 E. 246 feet to an iron pin; thence S. 26-30 E. 1066 feet to a flint rock; thence S. 69-06 W. 728 feet to an iron pin; thence N. 77 W. 627 feet to a stone; thence N. 70-15 W. 507 feet to the beginning corner

This being the identical property conveyed to Frank J. Ayers by deed of J. T. Bull dated October 12, 1939, and recorded in Deed Book 215 at Page 18, in the RMC Office for Greenville County, South Carolina, on October 18, 1939, and devised to Mortgagor under the Will of Frank J. Ayers as will appear from the records of the Probate Court for Greenville County, South Carolina, in Apartment 1460, File 1.

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 even date in the principal sum of $ 38,400.00, signed by Bobby Joe Ayers, Individually ~~in behalf of~~ xxxxxxxxxxx

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

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