

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

EOL-ME-875439 10 00-COLA

BOOK 1423 PAGE 157

MORTGAGE

(Direct)

This mortgage made and entered into this 11th day of January 19 78, by and between Delmar L. Percival, Individually and d/b/a PERCIVAL VENDING COMPANY, (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, with all improvements thereon situate, lying and being on Merlocke Drive and being shown as Lot Number 12 on plat of property of Leslie & Shaw, Inc. prepared by C. C. Jones, Engineer, dated October 1954 and recorded in the R.M.C. Office for Greenville County in Plat Book II at page 39, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Merlocke Drive, joint front corner of Lots Number 11 and 12 and running thence with the line of Lot Number 11, N. 32-13 E. 150.8 feet to a point; thence N. 51-35 W. 52.7 feet to a point; thence with the line of Lot Number 13, S. 38-25 W. 150 feet to an iron pin on the Northeastern side of Merlocke Drive; thence with the Northeastern side of Merlocke Drive, S. 51-35 E. 69 feet to the point of beginning.

Being the identical property devised to Delmar L. Percival, the individual mortgagor herein by Will of Henry Lewis Percival as will appear by reference to the records of the Probate Court for Greenville County in Apartment 1114, File 16.

This Mortgage is junior in lien to that certain Mortgage given by Henry L. Percival in favor of C. Douglas Wilson & Company in the original sum of \$10,500.00 dated November 10, 1967, recorded November 13, 1967 in the R.M.C. Office for Greenville County in R.E.M. Book 1076 at page 247.

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 January 11, 1978, in the principal sum of \$ 6,250.00, signed by Delmar L. Percival, Individually and d/b/a PERCIVAL VENDING COMPANY

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

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