THIS IS A DEBT DUE THE UNITED STATES;

L-954115 10 10-COLA

THEREFORICADE POOLINGS TAMPS REQUIRED.

DONNIE S. TARKERSLEY

## (Direct)

-- 1454 PAGE 410

This mortgage made and entered into this day of December

Michael L. Rodrigue and Mary Elizabeth L. Rodrigue 19 78, by and between

(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

WITHESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, sesign, 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 certain piece, parcel or lot of land situate on the southern side of Forestdale Drive near the City of Greenville, in the County of Greenville, State of South Carolina, and being shown as Lot No. 62 on a plat of Forestdale Heights made by R. K. Campbell, Surveyor, December, 1956, and revised November, 1958, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book KK at Page 199, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Forestdale Drive at the joint front corner of Lots 61 and 62 and running thence along said Drive, N. 85-29 W. 70 feet to an iron pin; thence along the line of Lot 63, S. 4-31 W. 197.9 feet to an iron pin; thence S. 85-45 E. 70 feet to an iron pin; thence along the line of Lot 61, N. 4-31 E. 197.6 feet to the beginning corner.

BEING the same property conveyed to Michael L. Rodrigue by deed of G. J. Freeman and Barbara F. Freeman, said deed being dated December 18, 1969, and recorded in the R.M.C. Office for Greenville County in Deed Book 881 at Page 314. Said Michael L. Rodrigue conveyed a one-half interest in said property to Mary Elizabeth L. Rodrigue, by deed dated November 18, 1974, and recorded in the R.M.C. Office for Greenville County in Deed Book 1012 at Page 219.

IT IS understood and agreed between the parties hereto that this mortgage is junior to and second in priority to that certain mortgage given by Michael L. Rodrigue to First Federal Savings and Loan Association, said mortgage being dated March 19, 1976 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1362 at Page 890.

. 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 re-· versions, 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,  $\lambda'$  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 December 27, 1978, in the principal our of \$125,000.00 . eigned by RODRIGUE MANUFACTURING COMPANY, INC. by its Prosident, ANIMANNAM Michael L. Rodrigue , and attested by its Secretary, Michael L. Rodrigue