

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Patrick Joe Rodrigue and Susan L. Rodrigue

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina, N.A.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Fifty Thousand and No/100ths

Dollars (\$ 50,000.00 ) due and payable

with interest thereon from at the rate of 11 1/2 per centum per annum, to be paid:  
on or before November 19, 1975

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 128 of subdivision known as Colonial Hills, Section 3 as shown on a plat thereof prepared by Piedmont Engineers & Architects, dated May 7, 1965, recorded in RMC Office for Greenville County in Plat Book BBB at Page 91 and having the following metes and bounds, to-wit:

Beginning at the joint front corner of Lot No. 127 and 128 on the south side of Woodleigh Drive and running thence along the said Woodleigh Drive in a southeast direction S. 56-37 E. 130 ft. to the joint front corner of Lots 128 and 129; thence with the joint line of Lot Nos. 128 and 129 S. 55-20 W. 107.3 ft. to the joint corner of Lot Nos. 128, 129 and 130; thence with the joint line of Lot Nos. 128 and 130 S. 83-38 W. 70 ft. to the joint corner of Lot Nos. 127, 128 and 130; thence with the joint line of Lot Nos. 127 and 128 S. 19-22 W. 150 ft. to Woodleigh Drive, the point of beginning.

This Mortgage constitutes a second mortgage of the mortgagors and is subject to the first mortgage of C. Douglas Wilson & Company recorded in Mortgage Book 1090 at Page 69 and subsequently assigned to Metropolitan Life Insurance Company on July 30, 1971.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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