

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

SBE-141554 20 08-COLA

RECORDED
GREENVILLE CO. S. C.
APR 19 2 55 PM '79
BONNIE S. TANKERSLEY
R.H.C.

VOL 1403 PAGE 747

MORTGAGE

(Direct)

This mortgage made and entered into this 16th day of March
19 79, by and between Donald K. Tate and Anita M. Tate

(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, being described more particularly, to-wit:

ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the northern side of Tanglewood Drive, shown and designated as Lot 113, Tanglewood Subdivision, Section III, on Plat of Carter Land Development, Inc., prepared by Robert C. Lose and Charles F. Webb, Surveyors, dated September 1954, recorded October 7, 1957, in Deed Book GG at Page 193 in the RMC Office for Greenville County, and being described more particularly, according to said plat, to-wit:

BEGINNING on the northern side of Tanglewood Drive and running thence N. 31-54 W. 151.3 feet to a point in a branch at the joint rear corner of Lots 107, 108 and 113; thence along the center line of said branch N. 47-37 E. 58.7 feet to a point at the joint rear corner of lots 108 and 109; thence continuing along the center of said branch S. 86-13 E. 150.5 feet to a point at the joint rear corner of Lots 109 and 110; thence continuing along the center of said branch S. 75-12 E. 156 feet to a point in the center of said branch at the joint rear corner of lots 110 and 111; thence continuing along the center of said branch S. 58-45 E. 170.8 feet to a point in the center of said branch at the joint rear corner of lots 111 and 112; thence continuing along the center line of said branch S. 34-44 E. 31.1 feet to a point on the northern side of Tanglewood Drive; thence along said drive N. 70-24 W. 100 feet to an iron pin; thence N. 82-24 W. 100 feet to an iron pin; thence S. 86-32 W. 95.9 feet to an iron pin; thence S. 77-50 W. 79.6 feet to an iron pin; thence S. 63-33 W. 75 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Patsy M. Bentley, recorded January 23, 1974 in Deed Book 992 at Page 611.

The lien of this mortgage is secondary and junior to that lien of the Mortgagors to Collateral Investment Company as evidenced by mortgage executed in the original amount of \$27,500.00 on January 22, 1974 and recorded January 23, 1974 in Mortgage Book 1300, Page 349 and that certain*(cont'd P. 3)

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 March 16, 1979, in the principal sum of \$ 75,000.00, signed by SUN STORE, INC., by Donald K. Tate, its President and attested by its Secretary, Anita M. Tate.

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