

FILED
GREENVILLE, S. C.
DEC 14 8 50 AM 1957

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEED
MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: **JAMES E. BURGER AND GEORGE F. TOWNES,**
AS TRUSTEE,

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, **James E. Burger**
~~the Mortgagor~~ is well and truly indebted unto **Frank Ulmer Lumber Company, a Corporation,**
(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 **Eleven Thousand Four Hundred Twenty-Eight and 39/100** -----
DOLLARS (\$11,428.39),

with interest thereon from date at the rate of **six** per centum per annum, said principal and interest to be repaid:

Six months after date, with interest thereon from maturity at the rate of six (6%) per cent, per annum, to be computed and paid semi-annually, until paid in full;

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 pursuant to the covenants herein and also in consideration of the further sum of Three (\$3.00) Dollars 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, his 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,

near the City of Greenville, being shown as Lots Nos. 18, 40, 24, 31, 32, 43, 47, 48, 51 and 52 as shown on Plat of Grand View made by Woodward Engineering Company recorded in the R.M.C. Office for Greenville County in Plat Book KK, at page 93.

- It is understood and agreed that the lien of this Mortgage is junior to the following Mortgages:
- (1) Mortgage held by Eliza T. Looper recorded in Mortgage Book 708, page 148, in the sum of \$50,000.000 of which \$1,250.00 is secured by the within lots.
 - (2) Mortgage held by H. K. Townes in the sum of \$4,500.00 recorded in Mortgage Book 720, page 450, covering Lot No. 18.
 - (3) Mortgage held by H. K. Townes recorded in Mortgage Book 717, page 93, in the sum of \$4,500.00 covering Lot No. 40.
 - (4) Mortgage held by H. K. Townes in the sum of \$27,000.00 recorded in Mortgage Book 725, page 257, covering Lot No. 18 and others.
 - (5) Mortgage held by H. K. Townes in the sum of \$27,000.00 recorded in Mortgage Book 725, page 269, covering Lots Nos. 24, 31, 32, 43, 47, 48, 51, 52 and others; but the total amount due to H. K. Townes on all of these Mortgages is \$9,000.00 with interest.

Although James E. Burger owns the beneficial interest in all of these lots, the legal title to Lots 24, 31, 32, 43, 47, 48, 51 and 52 are in George F. Townes, as Trustee, and he joins in the execution of this mortgage merely in order to pledge the legal title for security. **The debt secured hereby is owed solely by James E. Burger.** Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.