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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA

JUN 10 4 22 PM '74

COUNTY OF GREENVILLE

BONNIE S. TARKERSLEY MORTGAGE OF REAL ESTATE

R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES E. BURGER

(hereinafter referred to as Mortgagor) is well and truly indebted unto DAVID L. HOROWITZ

(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 EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 Dollars (\$ 8,750.00) due and payable

One year from date with right of anticipation

after the date

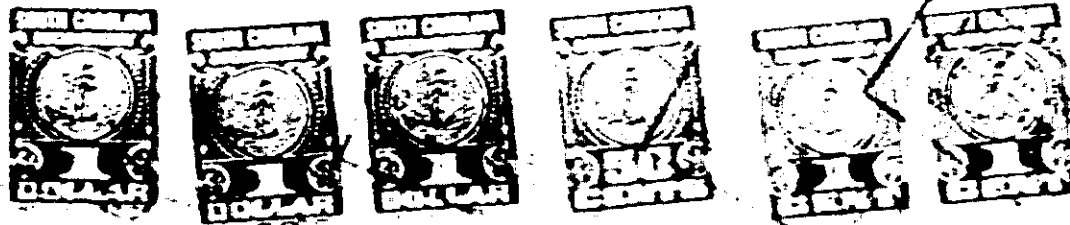
with interest thereon ~~to be paid~~ at the rate of ~~10%~~ per centum per annum, to be paid:

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, its 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 Town of Piedmont, being known and designated as the Property of Mrs. George Baker and Mrs. Lee McDonald and shown as Lots No. 4 through 11 on Plat made by Albert M. Sanders, Engineer, March 22, 1971 and having, according to said plat 1,111 feet fronting on the right of way of S. C. Highway #20 with a depth of 122.6 feet along the Joint line of lots 2 & 3 to the southern railroad right of way and a depth of 41.7 feet to the southern railroad right of way.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 hereafter, from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.

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