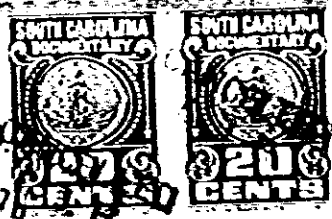


FILED  
GREENVILLE CO. S.C.  
STATE OF SOUTH CAROLINA  
JUL 13 1975  
COUNTY OF ANDERSON  
DONNIE S. TANKERSLEY  
R.H.C.



BOOK 578 PAGE 223  
Re-recorded  
BOOK 578 PAGE 461

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1317 PAGE 207



WHEREAS,

JAMES E. BURGER

(hereinafter referred to as Mortgagor) is well and truly indebted unto

DAVID I. 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  
SIXTY-SIX THOUSAND AND NO/100-----Dollars (\$66,000.00) due and payable

Three (3) years from date with the right of anticipation

with interest thereon from date at the rate of Eight per centum per annum, to be paid: annually

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 ANDERSON, being known and designated as Lots 14 through 22, inclusive, and lots 24 through 27, inclusive, as shown on a plat of Wildwood Acres, dated April, 1973, which plat is of record in the Office of the Clerk of Court for Anderson County, South Carolina, in plat book 78, page 268, reference to said plat being craved for a metes and bounds, description thereof.

ALSO: ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as 18.75 acres as shown on a plat entitled "Survey of Charles E. Robinson, Jr., as Receiver" dated May 16, 1974, prepared by Carolina Surveying Co., reference to said plat being craved for a metes and bounds description thereof.

Mortgagee agrees to release lots from this mortgage on the following basis: For the first ten lots released, \$1,900.00 each; for each lot thereafter, \$3,500.00.

ALSO: ALL that lot of land in the State of South Carolina, County of Greenville in Grove Township, containing 19.7 acres, according to a plat of property of Francis B. Arrowood, prepared by Campbell & Clarkson, Surveyors, dated January 28, 1971 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at a point in the approximate center of Sanoma School Road, also known as Sandy Springs Road, joint front corner with property of Green, and running thence with the center of said Road, N. 19-10 E., 172.7 feet to a point in said road; thence along the line of property of Campbell, N. 47-28 W., 192.2 feet to an old iron pin; thence N. 26 W., 837.4 feet to an iron pin on the line of property of Campbell Estate; thence N. 26 W., 60 feet, more or less, to a point in the center of a creek; thence with said creek as the line, in a northwesterly direction to a point located approximately S. 63-50 E., 25 feet from an old iron pin; thence N. 63-50 W., 25 feet, more or less, to an old iron pin; thence N. 46-23 W., 297 feet to a point in a county road; thence along the line of property of Cole, S. 7-43 W., 947.4 feet to an old iron pin; thence along the line of property of Reese, S. 67 E., 276.3 feet to an old iron pin; thence along

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. (attached sheet)

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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