

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEBBIE S. TANNERSLEY  
R.M.C.

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

FIVE THOUSAND AND NO/100----- Dollars (\$ 5,000.00 ) due and payable

ON DEMAND WITH THIRTY (30) DAY NOTICE

with interest thereon from date at the rate of EIGHT per centum per annum, to be paid: ON DEMAND WITH 30 DAY NOTICE

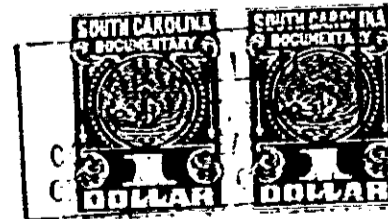
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, 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 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 the line of property of R. V. Chandler & Co., Inc., S. 67-28 E., 489 feet to an old iron pin; thence along the line of property of Green, S. 67-25 E., 528.1 feet to the point of beginning.

This mortgage is junior in lien to that mortgage given to United Federal Savings and Loan Association in the amount of \$20,000.00 recorded in mortgage book 1287 at page 610 and is in addition to that mortgage given to David I. Horowitz securing \$66,000.00 recorded in mortgage book 1317 at page 207 in the RMC Office for Greenville County.



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 forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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