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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY P.M.C. MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, JAMES E. BURGER

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY  
306 E. North St., Greenville, South Carolina

(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 TWENTY FOUR THOUSAND TWO HUNDRED SIXTY NINE AND 72/100 -----

Dollars (\$ 24,269.72 ) due and payable

in thirty-six (36) monthly payments of Six Hundred Seventy Four and 15/100 (\$674.15)  
per month with the first payment being due January 15, 1977.

with interest thereon from maturity at the rate of SEVEN per centum per annum, to be paid:

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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:

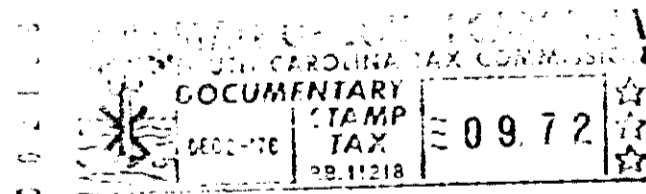
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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. 3 through 11 on Plat made by Albert M. Sanders, Engineer, March 20, 1971 and having, according to said plat, 1,000 feet front on the right of way of S.C. Highway No. 20 with a depth of 125.6 feet along the joint line of Lots 2 and 3 to the southern railroad right of way and a depth of 48.9 feet to the southern railroad right of way.

LESS, HOWEVER: Lot No. 3 as shown on above mentioned plat. Said lot having been conveyed to Marion W. Fore, Jr. by the mortgagor on April 25, 1975 by Deed recorded in the RMC Office for Greenville County in Deed Book 1017 at page 440.

The mortgaged property is a portion of that property conveyed to the mortgagor by Deed of Joseph Carlton Bates, III, dated January 3, 1974 and recorded February 14, 1974 in Deed Book 993 at page 767.

The mortgagee agrees to release the above described property from this mortgage upon payment of Five Thousand Dollars (\$5,000.00) per lot.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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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