

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

APR 11 10 10 AM '77  
DONALD S. TANSERLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CECIL GOLDEN AND RUTH J. GOLDEN

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES E. BURGER  
P. O. Box 136, AA, Pelzer, S.C. 29669

(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

TWO THOUSAND ONE HUNDRED FORTY NINE AND 26/100 ----- Dollars (\$ 2,149.26 ) due and payable

in Five (5) years

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 9 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:

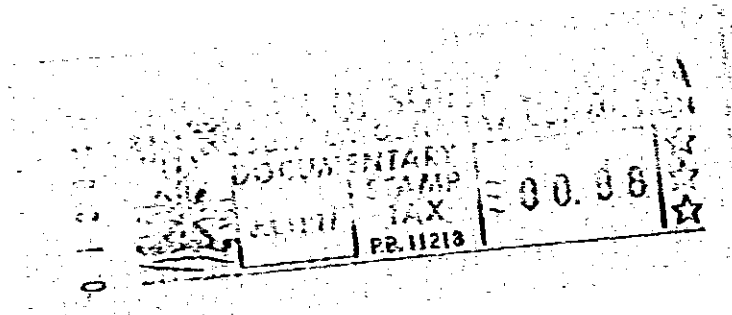
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 Greenville, being shown as Lot on a survey for E.M. Hanna, prepared by Carolina Surveying Company, dated April 8, 1976, recorded in the RMC Office for Greenville County in Plat Book 55 at Page 38 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of Kindros Circle and Boling Road and running thence with Boling Road, N. 85-46 E., 85.25 feet to an iron pin; thence S. 2-45 E., 161.5 feet to an iron pin on property now or formerly of Robert Tollison; thence with the Tollison property line, S. 85-45 W., 134.25 feet to an iron pin on the eastern edge of Kondros Circle; thence with the edge of said Kindros Circle, N. 14-00 E., 170 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by Deed of James E. Burger dated April 16, 1976 recorded April 22, 1976 in Deed Book 1035 at Page 147 in the RMC Office for Greenville County.

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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 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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