Mortgagees' Address: 1110 Roe Ford Poad Greenville, S. C. 2960578 PAGE 382

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, We, Mack Burgess and Marie T. Burgess

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(hereinaster referred to as Mortgagor) is well and truly indebted unto Eric C. Hyman and Pauline R. Hyman

(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

Thirteen Thousand and Seven Hundred Fifty & No/100 Dollars (\$ 13,750.00) due and payable

in monthly payments of interest only in the amount of Ninety-one and 67/100 (\$91.67) Dollars for sixty (60) months beginning September 1, 1982; principal amount due and payable on or before August 31, 1987.

with interest thereon from

(A 1) date

at the rate of

per centum per annum, to be paid: monthly

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, on the western side of Engel Drive and being known and designated as Lot No. 32 on a plat of OAKLAND TERRACE Subdivision recorded in the RMC Office for Greenville County in Plat Book GG at Page 196, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Engel Drive at the corner of Lot No. 31 and running thence with said Drive, N. 17-05 W. 124.7 feet to an iron pin; thence S. 82-28 W. 177.9 feet to an iron pin; thence S. 21-00 W. 139.9 feet to an iron pin; thence N. 82-28 E. 265.5 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by deed of the Mortgagees herein dated and recorded August 25, 1982, in the RMC Office for Greenville County in Deed Book // 72, at Page 53/.

This Mortgage is junior in lien to the mortgage in favor of American Federal Savings & Loan Association recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1390, at Page 281 on February 28, 1977.

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

THE CONTRACTOR OF THE PROPERTY OF THE PROPERTY

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