

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

SEVEN THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars (\$ 7,500.00) due and payable

ON DEMAND with 30 days notice

with interest thereon from _____ date _____ at the rate of 8% 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:

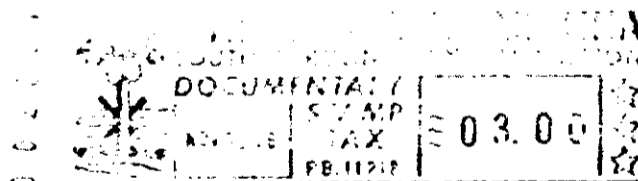
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Paris Mountain Township, being shown and designated as Lot No. 3 on a plat of a portion of the Ed Robinson Estate by R.K. Campbell and J.L. Hunter dated February 11, 1956, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a stake on the southwest side of Motor Boat Club Road, being the joint front corner of Lots No. 2 and 3, as shown on the plat and running thence S. 74-35 W., 76 feet to a stake at the tintersection of Motor Boat Club Road and an unnamed County Road; thence S. 20-0 W., 147.7 feet along said unnamed County Road to an iron pin, the joint corner of Lots 3 and 4; thence S. 83-30 E., 105 feet to a stake being the joint back corner of Lots 2 and 3; thence N. 6-30 E., 172 feet along the line of division of Lots 2 and 3 to a stake on the southwest side of Motor Boat Club Road, the point of beginning.

This is the same property conveyed to the mortgagor by deed of Clyde Cornelius Franklin and Jennie Lee Franklin by deed dated 19th of August, 1976, recorded in Deed Book 1042, page 301 on the 13th of September, 1976.

"The aforementioned note is further secured by a mortgage on real estate in Spartanburg County."

Mortgagee's address: Mr. David I. Horowitz
Riverbend Apartments
Greenville, South Carolina



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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