STATE OF SOUTH CAPOLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BEECH 1305 FACE 107

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

DARY L. OWEN AND JUDY L. OWEN

(hereinafter referred to as Mortgagor) is well and truly indebted un to JAMES E. BURGER

(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 SIX HUNDRED ELEVEN AND 47/100

Dollars (\$ 2611.47 ) due and payable

On or before March 1, 1979

with interest thereon from date at the rate of Nine per centum per annum, to be paid: Annually

WHEREAS, the Mertgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for texes, 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 as-

"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 eastern side of Riverview Circle, in Greenville County, Greenville Township, shown as Lot No. 24 on a plat of Map No. 2 of Riverdale Subdivision, made by Dalton & Neves, Engineers, June, 1958, recorded in the RMC Office for Greenville County S. C. in plat book MM at page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Riverview Circle, at the joint corner of Lots 21, 23 and 24, and running thence along the south side of Riverview Circle, S. 80-17 W., 181 feet to an iron pin in the south side of Riverview Circle; thence with the curve of Riverview Circle, (the chord being S. 10-24 W., 82.1 feet) to an iron pin on the northeast side of Riverview Circle; thence with the northeast side of Riverview Circle, S. 51-30 E., 85.8 feet; thence with the line of Lot No. 23, N. 38-30 E., 209.3 feet to the point of beginning, on the south side of Riverview Circle.

This mortgage is subordinate to and second in lien to that mortgage to United Federal Savings and Loan Association recorded in Mortgage Book 1299 at page 154.



Together with all and singular rights, members, herditaments, and oppurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise on be had thereform, 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 whomspever fawfulty claiming the same or any part thereof.

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