STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

CONNESS. TANKERSLEY R.M.C

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

JAMES H. RAGSDALE AND THELMA E. REAVIS

(hereinafter referred to as Mortgagor) is well and truly indebted unto

JAMES E. BURGER

Rt. 3, 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 THREE THOUSAND FIVE HUNDRED AND NO/100 -----

Dollars (\$ 3,500.00) due and payable

ON OR BEFORE APRIL 6, 1980.

with interest thereon from

at the rate of 8 1/2 per centum per annum, to be paid:

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 known and designated as Lot No. 137, Chestnut Hills Subdivision, as shown on plat recorded in the RMC Office for Greenville County in Plat Book GG at page 35 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a concrete monument on the southern side of Sequoia Drive at the joint front corner of Lots No. 137 and 138 and running thence with the joint line of said lots, S. 19-26 W., 150 feet to an iron pin; thence N. 70-34 W., 70 feet to an iron pin at the joint rear corner of Lots No. 136 and 137; thence with the joint line of said lots, N. 19-26 E., 150 feet to an iron pin on the southern edge of Sequoia Drive; thence with Sequoia Drive, S. 70-34 E., 70 feet to the point of beginning.

This is the same property conveyed to the mortgagors by Deed of mortgagee, dated March 31, 1977 and recorded on April 8, 1977 in Deed Book 1054 at page 362 in the RMC Office for Greenville County.

It is understood and agreed that this mortgage shall be second and junior in lien to that certain mortgage held by Family Federal Savings and Loan Association, Greer, South Carolina, recorded on March 17, 1977 in the RMC Office for Greenville County in Mortgage Book 1391 at page 980 and having a current balance of \$16,000.00.

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

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