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54 PAGE 57 FILED GREENVILLE CO. S. C. 800x 1384 PAGE 159 Hov 30 2 45 PH '76 MORTGAGE OF REAL ESTATE OONNIE S.TANKERSLEY R.H.C. TO STATE OF SOUTH CAROLINA TO ALL WHOM THESE PRESENTS MAY CONCERN: COUNTY OF Greenville JAMES E. BURGER WHEREAS, (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 ON DEMAND with 30 days notice Mortgagee's address: Mr. David I. Horowitz Riverbend Apartments Greenville, South Carolina DEC 2 7 1977/~ 19212 LATIMER & WYLIE

Attorneys at Law

700 E. North St., Suite 3

Greenville, S.C. 29501 ward + Datisfied

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

FC VO BCC