

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C. MORTGAGE OF REAL ESTATE

NOV 20 4 18 PM '72
ELIZABETH RIDDLE
R.M.O.

WHEREAS, WALTER E. RUMMINGER AND BEVERLY JEAN RUMMINGER

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

(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

maturity with interest thereon from ~~20%~~ at the rate of eight per centum per annum, to be paid after maturity

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, known and designated as Lot No. 12, Sylvan Manor and according to a plat recorded in Plat Book 4R at page 23 in the RMC Office for Greenville County, having the following metes and bounds, to wit:

BEGINNING at an iron pin on Stephane Street, joint corner of Lots No. 11 and 12 and running thence, S. 16-58 W., 137.9 feet to an iron pin; thence S. 53-23 E., 65 feet to an iron pin; thence S. 45-23 E., 245 feet to an iron pin; thence N. 60-22 E., 138.6 feet to an iron pin; thence N. 7-33 W., 100 feet to an iron pin; thence N. 49-29 W., 289.4 feet to an iron pin on Stephane Street; thence with the curve of said Street (the chord of which is N. 81-02 E.,) 70.75 feet to an iron pin, being the point of beginning.

It is agreed and understood that this mortgage shall be junior and second in lien to that certain mortgage held by Carolina Federal Savings & Loan Association dated November 17, 1972 in the amount of \$40,000.00 and to be recorded herewith.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 whomsoever lawfully claiming the same or any part thereof.