

FILED  
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. BOOK 1292 PAGE 21  
COUNTY OF GREENVILLE SEP 28 4 04 PM '73 MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN  
DONNIE S. TANKERSLEY  
R.H.C.

WHEREAS, W. HOWARD ESTEP  
(hereinafter referred to as Mortgagor) is well and truly indebted unto W. L. 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 ONE THOUSAND THREE HUNDRED AND NO/100 Dollars \$1,300.00 due and payable at the rate of twenty dollars (\$20.00) per week with the first payment being due the first week in August and each week thereafter until paid in full

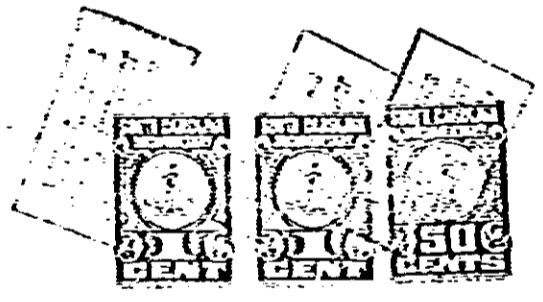
with interest thereon from date at the rate of eight per centum per annum, to be paid:

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. 44 on a plat of Cedar Lane Gardens, dated August 27, 1955 and recorded in the RMC Office for Greenville County in Plat Book GG, at page 139 and having such metes and bounds as appear by reference to said plat. Said lot fronts on the northerly edge of Gardenia Drive for a total distance of 120 feet.

It is understood and agreed that this mortgage shall be second and junior in lien to the mortgage held by Government National Mortgage Association, dated Oct. 27, 1970 in the original amount of \$15,600.00 and recorded in Mortgage Book 1171 at page 311 and having a current balance of \$15,285.00.



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 Mortgagee 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 whatsoever lawfully claiming the same or any part thereof.

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