JOHN M. DILLARD, Attorney at Law, Greenville, S. C. STATE OF SOUTH CAROLINA

BOOK 1082 PAGE 663

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

JAN 31 12 44 PM 1968 ALL WHOM THESE PRESENTS MAY CONCERN.

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WHEREAS.

HENRY C. HARDING

ereinafter 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 Three Thousand and No/100-----

Dollars (\$ 3,000,00 ) due and payable

90 days after date,

maturity

with interest thereon from day at the rate of

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 the buildings and improvements thereon, lying and being on the North side of Gardenia Drive, near the City of Greenville, South Carolina, being shown as Lot No. 44 on the plat of CEDAR LANE GARDENS as recorded in the RMC Office for Greenville County, S. C., in Plat Book GG, page 139, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northerly side of Gardenia Drive at a point 205 feet Southwest of the Southwesterly corner of the intersection of Gardenia Drive and Jonquil Lane, said pin being the joint front corner of Lots 43 and 44, and running thence along the line of said lots, N. 5-08 W., 131.1 feet to an iron pin in the line of Lot 41, and also the center line of a 10-foot drainage easement; thence following the line of Lot 41, which is also the center line of said drainage easement, N. 67-32 W., 27.5 feet to an iron pin, joint rear corner of Lots 44 and 45; thence along the line of said lots, S. 38-17 W., 115 feet to an iron pin on the Northerly side of Gardenia Drive; thence along the Northerly side of said Drive, the following courses and distances: S. 57-08 E., 60 feet to an iron pin and S. 72-06 E., 60 feet to the point of beginning. ginning.

The within mortgage is junior in lien to a note and mortgage covering the above described property executed to C. Douglas Wilson & Co. and recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 754, page 291.

Together with all and singular rights, members, herditaments, 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.