

JOHN M. DILLARD, Attorney at Law, Greenville, S. C.

BOOK 1106 PAGE 433

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF

OCT 18 2 35 PM 1968

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE F. ...

WHEREAS, LINDSEY BUILDERS, INC. and JAMES H. LINDSEY

(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 Ten Thousand and no/100

Dollars (\$ 10,000.00 ) due and payable

six months from date,

after maturity

with interest thereon ~~at~~ at the rate of seven 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 lot of land with improvements lying on the Southeastern side of Prentiss Avenue, in the City of Greenville, Greenville County, South Carolina, known as Lot No. 11, Block L, on plat of the property of O.P. Mills, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book C, Page 176, also known as 103 West Prentiss Avenue, and being the same property conveyed to James H. Lindsey, individually by deed of Harry B. Iler and Doris O. Iler of public record.

Also, all that lot of land with improvements lying on the East side of of Old U.S. Highway No. 29, also known as Piedmont Road, Gantt Township, Greenville County, South Carolina, being a portion of the Northern one-half of Tract No. 12 of the E.A. Smythe property as shown on the plat thereof made by Dalton & Neves, engineers, dated November 1935, and recorded in the R.M.C. Office for Greenville County, in Plat Book D, Pages 170 and 171, and being the same property conveyed to Lindsey Builders, Inc. by Deed of Ethel C. Clark and Edna Mae Kerns, recorded in the R.M.C. Office in said County and State, in Deed Book 815, Page 263, reference to which is hereby craved for the metes and bounds thereof.

The within mortgage is a junior lien to a first mortgage covering the property lying on the Southeastern side of West Prentiss Avenue, in the City of Greenville, Greenville County, S.C. above described, owned by First Federal Savings & Loan Association recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 943, Page 34.

The within mortgage is also junior in lien to a mortgage covering the property above described lying on the Old Piedmont Highway, Greenville County, S.C. owned by Southern Bank & Trust Company, recorded in the R.M.C. Office for Greenville County, S.C., in Mortgage Book 1052, Page 1.

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.

*Paid in Full & Satisfied  
this 18th day of Oct. 1968  
David I. Horowitz  
Witness:  
James H. Lindsey  
Joe B. Jones*

SATISFIED AND CANCELLED OF RECORD  
22 DAY OF Oct 1968  
Ollie F. ...  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 3:40 O'CLOCK P. M. NO. 1106