

FILED
GREENVILLE CO. S. C.

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

BOOK 1106 PAGE 437

OCT 18 2 33 PM 1968

MORTGAGE OF REAL ESTATE

OLLIE FARMWORTH TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS,

HENRY C. HARDING BUILDERS, INC.

(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

90 days from date,

maturity

with interest thereon from ~~date~~ at the rate of 7 per centum per annum, to be paid: at 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 those pieces, parcels or lots of land, together with buildings and improvements now or hereafter constructed thereon, lying on the Northern and Southern sides of Bluff Drive and on the Southern side of Alpha Drive in Gantt Township, Greenville County, South Carolina, being shown and designated as Lots Nos. 39, 42, 43, 47, 68, 69, 70, 76, 100 and 105 on Plats of KENNEDY PARK, made by Piedmont Engineers & Architects dated September 28, 1964 and January 10, 1968, and recorded in the RMC Office for Greenville County, S. C., in Plat Book JJJ, page 179 and in Plat Book WWW, page 10, reference to which is hereby craved for the metes and bounds thereof.

The mortgagor herein reserves the right from time to time upon request to have released from the lien of this mortgage each of the above numbered lots upon payment to the mortgagee of the sum of \$1000.00, including principal and interest then and theretofore accrued hereunder.

The above described lots are encumbered by first mortgages of public record in Greenville County, S. C., and the within mortgage is a second mortgage on each of the above described lots.

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 and satisfied this 27th day of January 1969.

David I. Horowitz

*Witnessed by:
Ann F. Harris
G. M. Hanna*

SATISFIED AND CANCELLED OF RECORD
27 DAY OF Jan. 1969
Ollie Farmworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:47 O'CLOCK P. M. NO. 17652

*for Release lot 76 see Plat Book 855 Page 90 deed to Henry S. Rosemond et al
for Release lot 77 see Plat Book 855 Page 378 deed to Harrison et al
for Release lot 68 see Plat Book 855 Page 322 deed to George H. Harris et al*