

FILED
GREENVILLE CO. S. C.

BOOK 1127 PAGE 429

STATE OF SOUTH CAROLINA

JUN 3 9 39 AM '69

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH

R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

Two Thousand and No/100----- Dollars (\$ 2,000.00) due and payable

on or before ninety (90) days from date

with interest thereon ~~from date~~ at the rate of 7 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, being known and designated as Lot Number 2 on the eastern side of Antioch Street as shown on a plat of a resubdivision of Lots 37, 38 and 39, property of E. P. Kerns, dated October 28, 1958, of record in the Office of the RMC for Greenville County in Plat Book WWV, Page 39, reference to which is craved for a more definite metes and bounds description.

This mortgage is second and junior in lien to that certain mortgage of A. J. Prince Builders, Inc. to Security Federal Savings & Loan Association of record in the Office of the RMC for Greenville County in R. E. M. Book 1108, Page 86.

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.

Paid in full this 3rd day of October 1969.

David I. Horowitz