GREENVILLE CO. S. C.

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

COUNTY OF GREENVILLE

JUL 15 3 53 PH '69

. BOOK 1131 PAGE 335

OLLMORY SALE BY REAL ESTATE R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS.

A. J. PRINCE BUILDERS. INC..

(hereinafter referred to as Mortgagor) Is well and truly indebted unto

DAVID I. HOROWITZ

(hereinalter referred to as Mortgagee) as evidenced by the Mortgager'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

30 days from date.

maturity

with interest thereon from data at the rate of

per centum per annum, to be paid:

month1v

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgago 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, its successors and assigns:

ALL those pieces, parcels or lots of land with buildings and improvements now or hereafter constructed thereon, situate, lying and being on the Northwestern side of Vedado Lane in Greenville County, South Carolina, being shown and designated as Lots Nos. 47 and 48 on a Plat of VARDRY-VALE, Section 2, made by Campbell & Clarkson Surveyors, Inc., dated May 17, 1969, and recorded in the RMC Office for Greenville County, S. C., in Plat Book WWW, page 53, reference to which is hereby craved for the metes and bounds thereof.

This mortgage is junior in rank to the lien of a first mortgage covering Lot No. 47 in favor of First Piedmont Bank and Trust Company, recorded in said RMC Office in Mortgage Book 1125, page 227, and junior in rank to the lien of a first mortgage covering Lot No. 48 in favor of First Piedmont Bank and Trust Company recorded in said RMC Office in Mortgage Book 1125, page 229.

The mortgagor reserves the right to have released from the lien of this mortgage each of the above described properties upon payment on the note which this instrument secures of the sum of \$1,500.00, including principal and interest then and theretofore accrued thereunder.

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 helm, successors and assigns, forever.

The Mortgagor covenants that it is lawfully selzed of the premites hereinabove described in fee simple absolute, that it has good right and is lawfully suthorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances ercept as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.