

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE COUNTY  
MAY 5 2 41 PM '72  
OLLIE FARNSWORTH  
R. M. C.

1232 PAGE 249

MORTGAGE OF REAL ESTATE

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 O. 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 TWENTY EIGHT THOUSAND AND NO/100

Dollars (\$ 28,000.00 ) due and payable

90 days from date

with interest thereon from date at the rate of Eight 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 shown as 12.42 acres, more or less, located within the City limits of Simpsonville as shown on a plat entitled "Bozeman Estate at Simpsonville" prepared by John E. Woods, RLS, #3980 on April 29, 1971, of record in the Office of the R. M. C. for Greenville County in Plat Book 4J at page 47, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Georgia Road, at the intersection of Georgia Road and Goodwin Road, which pin is located in the center of Goodwin Road, and running thence down the center of Goodwin Road, S. 70-30 E. 308.3 feet to an iron pin in the center of Goodwin Road at the corner of subject property and Cook property; running thence down the joint line of subject property and W. E. Cook property, S. 20-15 W. 1219.9 feet to an iron pin; running thence N. 25-56 W. 769.6 feet to an iron pin; running thence N. 17-21 W. 36 feet to an iron pin; running thence N. 8-18 W. 154.4 feet to an iron pin; running thence N. 7-46 W. 578.6 feet to an iron pin on the northern side of Georgia Road; running thence down the northern side of Georgia Road, the following courses and distances, to-wit: N. 85-02 E. 91.1 feet; N. 86-13 E. 159.1 feet; N. 85-45 E. 147 feet; and N. 84-22 E. 149.6 feet to the beginning corner.

The mortgagor reserves the right to anticipate payment of the total amount in whole or in part at any time, and further the mortgagee agrees to release any lot in said subdivision after development for consideration paid to him of \$1,250.00 for each lot released.

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.