

STATE OF SOUTH CAROLINA

OLLIE FARNSWORTH
GREENVILLE, S.C.

BOOK 1238 PAGE 45

COUNTY OF GREENVILLE

JUN 20 4 22 PM '72

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH 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 SIX THOUSAND AND NO/100-----

Dollars (\$ 6,000.00) due and payable

six (6) months from date

with interest thereon from date at the rate of eight 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 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, on the northern side of Alpha Drive and being known and designated as Lot No. 130, Kennedy Park, as shown on a plat prepared by Piedmont Engineers & Architects, dated September 20, 1964, and revised January 20, 1966, of record in the Office of the RMC for Greenville County in Plat Book JJJ, at page 179, reference to said plat being craved for a metes and bounds description thereof.

This mortgage is junior in lien to that mortgage given by Henry C. Harding Builders, Inc. to Carolina Federal Savings & Loan Association in the original amount of \$9,000.00 recorded in the RMC Office for Greenville County on January 11, 1967, in Mortgage Book 1048, page 100.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 11 PAGE 399

SATISFIED AND CANCELLED OF RECORD
31 DAY OF JUNE 1972
Elizabeth Reddell
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:42 O'CLOCK P. M. NO. 13022