

FILED  
GREENVILLE CO. S. C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE 3 29 PM '72

BOOK 1246 PAGE 93

MORTGAGE OF REAL ESTATE

ELIZABETH RIDDLE  
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 TWELVE THOUSAND AND NO/100 -----  
----- Dollars (\$ 12,000.00 ) due and payable

Ninety (90) days from the date of this Mortgage

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

ALL those pieces, parcels or lots of land lying and being situate on the Southerly side of Carver Road in Chick Springs Township, Greenville County, South Carolina, being shown and designated as Lot 51 and the westerly and adjoining one-half of Lot 50 according to plat of property of Lily McC. Loftis, prepared by Terry T. Dill, as revised through February 23, 1961, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "GGG" at Pages 456 and 457, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Carver Road in the southeast corner of the intersection with Kumasi Street and running thence on an angle around the corner thereof, the chord of which is S. 19-30 W. 35.4 feet to an iron pin on Kumasi Street; thence along the easterly side of said Kumasi Street S. 25-30 E. 142 feet to an iron pin; thence N. 64-30 E. 135 feet to an iron pin in the center point in the rear line of Lot 50; thence on a straight line through Lot 50 N. 25-30 W. 167 feet to an iron pin at the center point of the front line of Lot 50 on the southerly side of Carver Road; thence along said Carver Road S. 64-30 W. 110 feet to an iron pin at the point of beginning.

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.