

WHEREAS, HASKELL BROOKS, JR. and BETTY JEAN BROOKS

(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 Eight Hundred Eighty and 98/100ths -----

----- Dollars (\$ 880.98) due and payable
at the rate of \$50.00 per month, commencing on May 1st, 1974, and on the 1st day of each month thereafter until paid in full, payments to be applied first to interest and balance to principal,
with interest thereon from date at the rate of 8 per centum per annum, to be paid: monthly

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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the southern side of Carver Road, Greenville County, South Carolina, being known and designated as Lot No. 49 and the easterly and adjoining one-half of Lot No. 50, according to a plat of the property of LILY McC. LOFTIS, made by Terry T. Dill, Surveyor, as revised through February 23rd, 1961, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GGG, pages 456 and 457, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Carver Road at the joint front corner of Lots Nos. 48 and 49 and running thence along the joint line of said lots, S. 25-30 E., 167 feet to an iron pin; thence S. 64-30 W., 135 feet to an iron pin in the center point of the rear line of Lot No. 50; thence along a straight line through Lot No. 50, N. 25-30 W., 167 feet to an iron pin at the center point on the front line of Lot No. 50 on Carver Road; thence along the southern side of Carver Road, N. 64-30 E., 135 feet to an iron pin at the joint front corner of Lots Nos. 48 and 49, the point of beginning.

The within mortgage is junior in lien and secondary to a mortgage given to Carolina Federal Savings & Loan Association, dated May 2, 1973, recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1274, page 459, in the principal sum of \$17,000.00.



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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.