

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE COUNTY
MORTGAGE OF REAL ESTATE

BOOK 1328 PAGE 695

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ANDREW HOLMES

(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

SEVEN THOUSAND FIVE HUNDRED AND 00/100----- Dollars (\$ 7,500.00) due and payable

as set forth in said promissory notes

with interest thereon from date at the rate of 9% per centum per annum, to be paid:

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, near Judson Mills, being known and designated as Lot No. 40 on plat of lands of Pride and Patton Land Company, prepared by R. E. Dalton, recorded in the RMC Office for Greenville County in plat book E at page 249 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Heatherly Drive at the joint corner of Lots Nos. 39 and 40; thence with the line of Lot No. 39, S. 36-15 W., 210 feet to an iron pin; thence S. 53-45 E., 50 feet to an iron pin at the joint rear corner of Lots No. 40 and 41; thence with the line of Lot No. 41, N. 36-15 E., 210 feet to an iron pin on the southwestern side of Heatherly Drive; thence with the southwestern side of Heatherly Drive, N. 53-45 W., 50 feet to an iron pin, the beginning corner.

ALSO:

ALL that lot of land in the State of South Carolina, County of Greenville, being shown as Lot 88 on plat of Abney Mills, Renfrew Plant, near Travelers Rest, as shown in plat book QQ, page 53 and having such metes and bounds as shown in said plat, and being known as Street No. 5, Mill Street Extension, together with the rights of ways therein contained and the restrictions in deed book 621, page 18.

This mortgage secures two (2) promissory notes of even date:

- (1) Note for \$3,500.00 to be paid over a period of three years in monthly payments of \$111.30. First payment due January 1, 1975.
- (2) Note for \$4,000.00 due and payable November 26, 1976.

That a default in the terms of either note will be considered a default in the terms of both notes.



5.3.00

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.

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