STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

JAMES H. LINDSEY and JANE F. LINDSEY

(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

Five Thousand and no/100 -----

Dollars (\$ 5000.00

Ninety (90) days from date.

I due and payable

per centum per annum, to be paid. On demand with interest thereon from date at the rate of 8

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 Mortgager in hand well and truly paid by the Mortgagee at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, hargain, 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 to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, on the southeastern side of Prentiss Avenue being shown and designated as Lot No. 11, Block L, on a plat of the property of O. P. Mills, dated May 1914, recorded in the RMC Office for Greenville County, S. C., in Plat Book C. at page 176, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of West Prentiss Avenue 65 feet southwest from the intersection thereof with Elm Street at the joint front corners of Lots Nos. 11 and 12 of Block L, and running thence with the line of Lot No. 12 S. 44-33 E. 180 feet to an iron pin in the line of Lot 13; thence, with the line of Lot 13 S. 45-27 W. 65 feet to an iron pin at the joint rear corners of Lots Nos. 10 and 11; thence with the line of Lot No. 10 N. 44-33 W. 180 feet to an iron pin on the southeastern side of Prentiss Avenue; thence with the southeastern side of Prentiss Avenue N. 45-27 E. 65 feet to an iron pin, the point of beginning.

The within mortgage is junior in lien to a first mortgage covering the above described property given by the Mortgagors herein to First Federal Savings & Loan Association in the original sum of \$30,000.00, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1268, Page 44.



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 firtures 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 Mortgager 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.