

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
SEP 4 4 51 PM '75
DUNNIE S. TANKERSLEY
R.M.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1347 PAGE 927

BOOK 1352 PAGE 972

WHEREAS, JOHN LYLES AND MINNIE C. LYLES

(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 THOUSAND FIVE HUNDRED AND NO/100

Dollars (\$ 8,500.00) due and payable at the rate of One Hundred Three and 13/100 (\$103.13) Dollars per month, with the first payment being due October 1, 1975 and a like amount due on the first day of each month thereafter, until the principal and interest have been paid in full

with interest thereon from date at the rate of eight 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 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, in Greenville Township, lying and being near Judson Mills and just off the Anderson Road about 2 miles southwest of the Greenville County Court House, and being more particularly described as follows:

BEGINNING at an iron pin 158 feet from the intersection of 8th St., from Judson Mills Village to the Old Anderson Road and at the joint corner of McGaha and Judson Mills property at the corner of Lot No. 3 of the subdivision of said property and running thence with the line of Lot No. 3 in a southerly direction, 115 feet, more or less, to a proposed alley 10 feet wide; thence with said proposed alley in an easterly direction 50 feet, more or less, to a pin at the corner of Lot No. 5; thence with the line of Lot No. 5 in a northerly direction 115 feet, more or less, to a pin on the line of Judson Mills property; thence with the line of Judson Mills property in a westerly direction 50 feet, more or less, to the beginning corner.

ALSO: ALL that piece, parcel or lot of land in the State of South Carolina, County of Greenville, with all improvements thereon, situate, lying and being known and designated as Lot No. 4 as shown on plat of Whipperwill Hills, Section 1, prepared by R. B. Bruce, recorded in the RMC Office for Greenville County in Plat Book 4N at page 20 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Bayne Road, joint front corner of Lots 4 and 5; running thence down joint line of said lots, S. 6-41 E., 219.3 feet; running thence N. 66-24 W., 160 feet, joint rear corner of Lots No. 3 and 4; thence running up said line, N. 12-20 E., 174.7 feet; running thence along the southern side of Bayne Road, S. 82-52 E., 135.9 feet to the point of beginning.

As to the last described piece of property, it is understood and agreed that this mortgage shall be second and junior in lien to the certain mortgage held by Family Federal Savings and Loan Association, recorded in the RMC Office for Greenville County in Mortgage Book 1347 at page

Assignment of Mortgage by David I. Horowitz to The South Carolina National Bank, Trustee Under Agreement with David I. Horowitz DTD 4/16/74

DTD 9/15/75

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident of 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 REM TO THIS ASSIGNMENT SEE BOOK 1347-PAGE 927 RECORDED NOV 5 '75 AT 10:45 A.M.

ASSIGNMENT FILED AND RECORDED
5 DAY OF November 1975
REM VOL. 1352 PAGE 972
AT 10:45 O'CLOCK A.M. NOV 5 1975
DUNNIE S. TANKERSLEY
R.M.C.

RECEIVED
NOV 15 1975
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Sue O. Noel
Witness

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