

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

12 19 58
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GUY W. STRICKLAND

(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 AND NO/100-----Dollars (\$7,000.00) due and payable

One Year from date

with interest thereon from date at the rate of Eight (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 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, being known and designated as Lot No. 9, Property of Jack Wherry and C. L. Miller, a plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK, Page 109, and having, according to a plat by Dalton & Neves Co., captioned Property of Guy W. Strickland, recorded in said R.M.C. Office in Plat Book Page 1), the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of White Horse Road at the joint front corner of Lots Nos. 9 and 10, and running thence with the joint line of said lots, N 66-30 E 400 feet to an iron pin in the joint rear corner of said lots on the southwestern side of Tower Drive; thence with the southwestern side of Tower Drive, S 21-58 E 139.2 feet to an iron pin in the joint rear corner of Lots Nos. 9 and 8; thence with the joint line of said lots, S 68-21 W 400 feet to an iron pin in the joint front corner of said lots on the northeastern side of White Horse Road; thence with the northeastern side of White Horse Road, N 21-55 W 126.2 feet to the point of beginning.

This mortgage is junior in rank to the mortgage executed by Guy W. Strickland to Jack K. Wherry, Elizabeth F. Wherry, Evelyn C. Miller, individually and as Co-Trustee under the Will of Clyde L. Miller and Bankers Trust of South Carolina, as Co-Trustee under the Will of Clyde L. Miller, recorded in said R.M.C. Office in Mortgage Book 1307, Page 337.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

0 3 3 9

4328 RV-2 J