

Foster & Richardson, Attorneys at Law

APR 8 8 35 PM '78
MAY 8 3 35 PM '78
DONNIE S. TANPERSLEY
R.H.C.

MORTGAGEE: David I. Horowitz
271 Riverbend Apts.
Greenville, S.C.
BOOK 1431 PAGE 397
BOOK 595 PAGE 756

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE
County of Anderson
County of Spartanburg

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Realistic Builders, Inc.

(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 -----EIGHTEEN THOUSAND NINE HUNDRED AND NO/100-----

Dollars (\$18,900.00) due and payable

on or before six (6) months from date hereof,

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

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, situate, lying and being in Paris Mountain Township, County of Greenville, State of South Carolina, being shown and designated as Lot No. 3 on a plat of a Portion of Ed Robinson Estate, made by R. K. Campbell and J. L. Hunter, dated Feb. 11, 1956, and being more particularly described on a plat entitled Survey of Realistic Builders, Inc., made by Carolina Surveying Co., 15 Feb. 1978, as follows:

Beginning at an iron pin on the south side of Motor Boat Club Road at the joint front corner of Lots 2 and 3 and running thence along the common line of said Lots S. 6-30 W. 172 feet to an iron pin; thence N. 83-30 W. 105 feet to an old iron pin; thence along the eastern side of a County Road N. 20-00 E. 147.7 feet to an iron pin; thence along the south side of Motor Boar Club Road N. 74-35 E. 76 feet to an iron pin, the point of beginning. This being the same property conveyed to the mortgagor herein by deed of Mortgagee herein recorded simultaneously herewith.

ALSO: All those certain pieces, parcels or lots of land in the County of Anderson, State of South Carolina, being known and designated as Lots 18, 19, 20, 34, 35, 36, 37, 41, 42 and 43 on a plat of Wildwood Acres, dated April 1973, which plat is recorded in the Office of the Clerk of Court for Anderson County in Plat Book 78, at Page 268, reference to said plat being craved for a complete and detailed description thereof. This being the same property conveyed to the Mortgagor herein by deed of Mortgagee herein recorded simultaneously herewith.

ALSO: All those certain pieces, parcels or lots of land in the County of Anderson, State of South Carolina, being known and designated as Lots Nos. 12 and 13 on plat of Cool Meadows, prepared by Montgomery Surveying dated Sept. 5, 1972, recorded in the Office of the Clerk of Court for Anderson County in Plat Book 77, at Page 486, reference to said plat being craved for a complete and detailed description thereof. This being the same property conveyed to the Mortgagor by the Mortgagee herein by deed recorded simultaneously herewith.

ALSO: All that certain piece, parcel or lot of land situate, lying and being on the western side of Glenn Drive, Spartanburg County, State of South Carolina, being known and designated as Lot No. 13 on plat of Country Estates Subd., prepared by W. N. Willis Engineering & Surveying, 9/18/72, recorded in the RMC Office for Spartanburg County in Plat Book 69, at Pages 42-44, OVER

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.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

RECORDED
1978 APR 17 PM 11:12
SPARTANBURG, S.C.
APR 26 10 33 AM '78
FOR RECORD
ANDERSON, S.C.

APR-17-350

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