

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE  
 COUNTY OF GREENVILLE 12 4 44 PM '72 BOOK 1240 PAGE 563  
 ELIZABETH RIDDLE R.M.C. TO WHOM THESE PRESENTS MAY CONCERN BOOK 13 PAGE 125

WHEREAS, HENRY C. HARDING 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 TWELVE THOUSAND AND NO/100

Dollars (\$ 12,000.00 ) due and payable

FILED  
 GREENVILLE CO. S. C.  
 3 02 PM '73  
 DONNIE S. LINDSEY  
 R.M.C.

to be paid by the Mortgagor to the Mortgagee at the following points:  
 Road S. 34-00 E. 57.2 feet to an iron pin at the center point on the front line of Lot 17; thence on a straight line through the center of Lot 17 S. 56-00 W. 167 feet to an iron pin at the center point on the rear line of Lot 17; thence N. 34-00 W. 45 feet to an iron pin at joint rear corner of Lot 16 and 17; thence N. 25-24 139.5 feet to an iron pin at joint front corner of Lots 15 and the point of beginning.

JAN 16 20089

RECORDING FEE  
 PAID \$ 100

Paid and satisfied this 10th day of January, 1973

WITNESS:  
*Carolyn L. Hooper*  
*Ann Chapman*

Attest  
*Donnie S. Lindsey*  
 R.M.C.

*David I. Horowitz*  
 DAVID I. HOROWITZ, ATTORNEY

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.