

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN M. DILLARD
P.A.

WHEREAS, Lindsey of S.C., Inc., a corporation organized and existing under the laws of the State of South Carolina, (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, in the sum of:
Ten Thousand and no/100ths -----Dollars
(\$ 10,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 8 per centum per annum, to be paid as provided for in said note; and,



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 piece, parcel or lot of land, with all buildings and improvements, thereon, situate, lying and being on the eastern side of the Old Piedmont Road (Old U.S. Hwy. 29) in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 4 and the rear portion of Lot No. 5 on a plat of the PROPERTY OF J. E. HARMON, made by Dalton & Neves, Engineers, dated May, 1941, recorded in the RMC Office for Greenville County, S. C., in Plat Book L, page 153, and also being a portion of Tract No. 12 of the PROPERTY OF E. A. SMYTHE, as shown on a plat recorded in said RMC Office in Plat Book D, page 170 and having according to the first mentioned plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the eastern side of Piedmont Highway at corner of property now owned by Lindsey Builders, Inc., and running thence along the Eastern side of said Highway, S. 3-08 W., 104 feet to an iron pin at corner of Lot 3; thence with line of Lot 3, S. 71 E., 230 feet to an iron pin in line of Lot 5; thence continuing a straight line through Lot 5, S. 71 E., 75 feet, more or less, to a point in line of Lot No. 7; thence along line of Lot No. 7, N. 18-58 E., 103 feet, more or less, to an iron pin at the joint rear corner of Lots 5 and 7; thence along rear line of Lot 5, and with property owned by Lindsey Builders, Inc., N. 71 W., 333.4 feet, more or less, to an iron pin on the Piedmont Highway, the beginning corner.

ALSO: All that lot of land with buildings and improvements, lying on the eastern side of Old U.S. Highway No. 29, also known as Piedmont Road, in Gantt Township, Greenville County, South Carolina, being a portion of the Northern one-half of Tract 12 of the E. A. SMYTHE PROPERTY as shown on plat made by Dalton & Neves, Engineers, made November, 1935, recorded in the RMC Office for Greenville County, S. C., in Plat Book D, pages 170 and 171, and having according to a more recent plat of property of JAMES H. LINDSEY made by Campbell & Clarkson, Surveyors, Inc., dated February 28, 1967, the following metes and bounds, to-wit: BEGINNING at an iron pin on the eastern side of Old U. S. Highway No. 29 (also known as Piedmont Road) at the joint front corners of Tracts 11 and 12 of E. A. Smythe Property as shown on plat recorded in Plat Book D, pages 170 and 171, and running thence along the common line of said lots, S. 70-54 W., 241.8 feet to an iron pin in or near a branch; thence with the branch as the line and following line of property sold by Tom Reid to Joe and Grace Ellen Reid by deed recorded in said RMC Office in Deed Book 438, page 29, the travers line of which is S. 29-42 W., 99.5 feet to an old iron pin; thence N. 71-04 W., 209.5 feet to an iron pin on the Eastern side of Old U. S. Highway No. 29; thence along the eastern side of said Highway, N. 10-01 E., 98.9 feet to an iron pin, the beginning corner.

The within mortgage is junior in lien to a first mortgage covering the above described property given by Lindsey of S.C., Inc., to Carolina Federal Savings & Loan Association, dated January 15th, 1974, in the original sum of \$60,000.00, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1299, page 691.

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.

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