

FILED
GREENVILLE CO. S. C.

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BOOK 1097 PAGE 349

STATE OF SOUTH CAROLINA

JUL 12 2 00 PM 1968

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

OLLIE T. ARNSWORTHY
R.M.C. NOT ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

LINDSEY BUILDERS, INC., a South Carolina corporation,

(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 Ten Thousand and No/100-----

Dollars (\$ 10,000.00) due and payable

60 days from date,

maturity

with interest thereon from ~~date~~ at the rate of 7 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:

PARCEL 1: 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 part of Tract No. 12 of the E. A. Smythe Property, shown on a plat thereof made by Dalton & Neves, Engineers, dated November, 1935, and recorded in the RMC Office for Greenville County, S. C., in Plat Book D, pages 170 and 171, and being the same conveyed to the Mortgagor herein by deed of Ethel C. Clark and Edna Mae Kerns recorded in the RMC Office for Greenville County, S. C., in Deed Book 815, page 263, reference to which is hereby craved for the metes and bounds thereof. The within mortgage as to said property is junior in lien to a first mortgage covering the same owned by Southern Bank and Trust Company of Greenville, S. C., recorded in the RMC Office for said County and State in Mortgage Book 1052, page 1.

PARCEL 2: ALL that piece, parcel or lot of land, together with buildings and improvements now or hereafter constructed thereon, lying on the Northern side of LaMont Lane, in Gantt Township, Greenville County, South Carolina, being shown and designated as Lot No. 9 on a Plat of LEE HEIGHTS, made by Campbell & Clarkson, dated December 6, 1967, and recorded in the RMC Office for Greenville County, S. C., in Plat Book WWW, page 7, reference to which is hereby craved for the metes and bounds thereof.

The within mortgage as to said property is junior in lien to a first mortgage owned by Fountain Inn Federal Savings & Loan Association, recorded in the RMC Office for said County and State in Mortgage Book 1081, page 163.

PARCEL 3: ALL that piece, parcel or lot of land, together with buildings and improvements now or hereafter constructed thereon, situate, lying and being on the Northwestern side of LaMont Lane in Gantt Township, Greenville County, S. C., being shown and designated as Lot No. 8 on a Plat of LEE HEIGHTS, made by Campbell & Clarkson, Surveyors, dated December 6, 1967, and recorded in the RMC Office for Greenville County, S. C., in Plat Book WWW, page 7, reference to which is hereby craved for the metes and bounds thereof.

The within mortgage as to said property is junior in lien to a first mortgage covering the same owned by Carolina Federal Savings & Loan Association, recorded in the RMC Office for said County and State in Mortgage Book 1081, page 64.

The Mortgagor herein reserves the right to have released from the lien of this mortgage in due form of law the following parcels upon payment to the Mortgagee of the following sums, which include both interest and principal, which may then be due under the terms hereof, to wit:

PARCEL No. 1	\$5,000.00
PARCEL No. 2	\$2,500.00
PARCEL No. 3	\$2,500.00.

Together with all and singular rights, members, herditaments, 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.

For Release Set 9 See Deed Book 851 Page 84 and to Howard Book at all.