

FILED  
STATE OF SOUTH CAROLINA GREENVILLE S.C.  
COUNTY OF GREENVILLE  
MAY 1 3 21 PM '72

BOOK 1231 PAGE 399

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH  
R.M.C.

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

with interest thereon from date at the rate of Eight per centum per annum, to be paid: after 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville.

LOT 44 and adjoining one-half Lot 43:

BEGINNING at an iron pin on the northerly side of Carver Road at joint front corner of Lots 44 and 45 and running thence along the joint line of the said Lots N. 25-30 W. 167 feet to an iron pin at joint rear corner of Lots 26, 27, 44 and 45; thence S. 64-30 W. 135 feet to an iron pin at the rear center point of Lot 43; thence on a straight line through the center of Lot 43 S. 25-30 E. 167 feet to an iron pin at the front center point of Lot 43 on the north side of Carver Road; thence along said Carver Road N. 64-30 E. 135 feet to an iron pin at joint front corner of Lots 44 and 45 at the point of beginning.

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.