

For Release Lots 2 & 3 see C. & M. Book 1078 Page 331.
For Release Lots 6 & 7 see C. & M. Book 1070 Page 72.

MORTGAGE OF REAL ESTATE—Offices of MANN & MANN, Attorneys at Law, Greenville, S. C.

BOOK 1022 PAGE 163

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FEB 10 3 30 PM 1968

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Frank B. Halter and R. B. Landers

(hereinafter referred to as Mortgagor) is well and truly indebted unto S. B. Higgins, Sr. and Cornelia W. Higgins

(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 Twenty-Two Thousand, Five Hundred and No/100

Dollars (\$ 22,500.00) due and payable

Ten Thousand (\$10,000.00) Dollars on principal June 1, 1966 with the balance due and payable June 1, 1967; with the privilege to anticipate payment at any time,

with interest thereon from _____ date _____ at the rate of 5 1/2 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and according to survey made by Piedmont Engineers & Architects, January 24, 1966, having the following metes and bounds, to-wit:

BEGINNING at a point in the center of Old Spartanburg Road at corner of property of Thomas Milton Higgins and running thence with the line of said lot, N. 1-45 E., 294 feet to rear corner of Thomas Milton Higgins' lot; thence N. 87-09 W., 100 feet; thence N. 2-43 E., 427 feet; thence N. 32-45 E., 143 feet; thence S. 33-28 E., 448 feet; thence S. 23-45 W. 218.2 feet; thence S. 45-57 E., 111 feet; thence S. 33-50 E., 184 feet to the center of the Old Spartanburg Road; thence with the center of said Road, S. 81-00 W., 197.7 feet to bend; thence continuing with the center of said road, S. 86-34 W., 153 feet to the point of beginning.

The above is the same property conveyed to the Mortgagors by S. B. Higgins, Sr. and Cornelia W. Higgins by Deed dated February 9, 1966. This is a purchase money mortgage.

Mortgagees do hereby agree to release the street to be cut on said property from the lien of this mortgage without compensation. The Mortgagees further agree to release six lots from the lien of this mortgage without compensation after the payment of the first Ten Thousand and No/100 (\$10,000.00) Dollars herein provided, however, said six lots shall not contain over Sixty (60%) per cent of the land area herein mortgaged after taking out the street.

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.

Satisfied and cancelled this 5th day of April 1968.
S.B. Higgins
Cornelia W. Higgins
Witness Dorothy C. Laney

SATISFIED AND CANCELLED OF RECORD
5 DAY OF April 19 68
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:38 O'CLOCK P M. NO. 26058

For Release. Lots 4, 5, 8 & 9 see C. & M. Book 1063 Page 452.
For Subordination to Deed see C. & M. Book 1060 Page 452.