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MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

OLLIE FARNSWORTH  
R. M. O.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

**MORTGAGE OF REAL ESTATE.**

**To All Whom These Presents May Concern:**

**Whereas: R. F. Higgs**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **John T. Higgs**

(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 ----- **Fifteen Thousand and No/100** ----- Dollars (\$15,000.00 ) due and payable at the rate of **One Hundred Fifty and No/100 (\$150.00) Dollars per month with interest thereon from date at the rate of Six (6%) per centum per annum to be paid monthly.**

**In the event that John T. Higgs dies, the balance due on this note and mortgage is to be paid in full within one (1) year from the date of his death.**

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**, being shown as **Tract No. 1 on plat entitled "Property of J. T. Higgs"**, prepared by **J. Mac Richardson**, dated **February, 1950**, and having, according to said plat, the following metes and bounds, to-wit:

**BEGINNING at a nail in center of dirt road and running thence with the line of Tract No. 2 N. 81-45 W. 1,188 feet to an iron pin in branch; thence with branch the line in a southerly direction 478.5 feet to an iron pin; thence S. 64-45 E. 283.8 feet to a stake; thence in a northerly direction a short distance to a stake; thence S. 77-0 E. 384.1 feet to a stake; thence S. 83-30 E. 384.8 feet to an iron pin in dirt road; thence with the center line of dirt road N. 16-38 E. 600 feet, more or less, to the beginning corner, less, however, all that certain piece, parcel or lot of land conveyed by the Mortgagee herein to Linda H. Higgs by deed recorded in Deed Volume 729 at Page 119 in the RMC Office for Greenville County.**

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.

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