

Oct 22 11 41 AM '84

MORTGAGE

601-339998-9

THIS MORTGAGE is made this 22nd day of October, 1984, between the Mortgagor, THOMAS MILTON HIGGINS, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eight Thousand, Four Hundred Thirty-one and 45/100-(8,431.45) Dollars, which indebtedness is evidenced by Borrower's note dated October 22, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Oct. 31, 1994

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina.

ALL that certain piece, parcel or lot of land, in Greenville County, State of South Carolina, in Butler Township, being more particularly according to a survey prepared on January 30, 1956, as follows:

BEGINNING at a nail and cap in the center of Old Spartanburg Road, at the original southwest corner of tract of S. B. Higgins, Sr. and Cornellia W. Higgins, and running thence N. 0-30 W. 101.3 feet to an old iron pin; thence N. 3-20 E. 204.5 feet to a new iron pin; thence S. 86-40 E. 100 feet to an iron pin; thence S. 20 W. 294.7 feet to a nail and cap in the center of Old Spartanburg Road; thence with said road S. 86-45 W. 100 feet to the beginning corner.

LESS, HOWEVER, ALL that piece, parcel or lot of land, being shown as 240 square feet on a plat of the property of M. Joel Gregory and Janet K. Gregory as prepared by Freeland and Associates, dated June 26, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-J at Page 47, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Old Spartanburg Road and running thence N. 5-25 W. 63.0 feet to an iron pin; thence N. 2-06 E. 21.54 feet to an iron pin; thence running S. 5-56 E. 84.42 feet to an iron pin on Old Spartanburg Road; thence running with Old Spartanburg Road S. 85-33 W. 3.60 feet to the point of beginning.

This is a portion of the same property conveyed to Thomas Milton Higgins and Betty W. Higgins by deed of S. B. Higgins, Sr. and Cornellia W. Higgins, dated February 13, 1956 and recorded in the RMC Office for Greenville County on March 5, 1956 in Deed Book 546 at Page 527. Subsequently Betty W. Higgins conveyed all her right, title and interest in and to the aforescribed property to Thomas Milton Higgins by deed dated May 15, 1956 and recorded in the RMC Office for Greenville County on May 18, 1956 in Deed Book 552 at Page 548.

which has the address of Old Spartanburg Road Greenville,
(Street) (City)
South Carolina (herein "Property Address");
(State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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