

FILED
GREENVILLE CO. S.C.

JAN 26 3 31 PM '81

P.O. Box 408
Greenville, S.C. 29602

BOOK 1330 PAGE 904

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 20th day of January, 1981, between the Mortgagor, Joshua J. Higgins, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Five thousand and 00/100 (\$5,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 20, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1984;

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 situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being known and designated as Lot No.156 of a subdivision known as Pine Hill Village as shown on plat prepared by R. K. Campbell, R.L.S., November 30, 1960 and recorded in the R.M.C. Office for Greenville County in plat book QQ at Page 168, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of West Castle Road, joint front corner of Lots 156 and 157 and running thence along the joint line of said lots, S.65-19 E.125.2 feet to an iron pin at the joint rear corner of lots 148 and 149; thence along the rear line of lot 149 S.1-09 E. 36.65 feet to an iron pin at the rear corner of Lot 155; thence along the line of that lot N.86-13 W. 145.2 feet to an iron pin on the eastern side of West Castle Road; thence along the eastern and southeastern side of West Castle Road, following the curvature thereof in a northeasterly direction 60.9 feet to an iron pin; thence continuing along the southeastern side of West Castle Road, N.23-46 E. 34.1 feet to the beginning corner.

This being the same property conveyed to the mortgagor by deed of Julia M. Hooker and recorded in the R.M.C. office for Greenville County on August 30, 1978 in deed book 1086 and page 449.

This is a second mortgage and is junior to lien to that mortgage executed by Joshua J. Higgins in favor of Collateral Investment Company which mortgage is recorded in R.M.C. office for Greenville County in Book 142 and page 731.

SC10 -- 1 JA2381 1339

RECORDED
JAN 26 1981
GREENVILLE COUNTY, S.C.
R.M.C. OFFICE

which has the address of 235 West Castle Road Greenville,
(Street) (City)
SC 29605 (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.

0.904

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