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MORTGAGE

JOHN BARRERSLEY

THIS MORTGAGE is made this 16 day of February 19 83, between the Mortgagor, WALTER F. BIGGERS, JR. and SYBIL M. BIGGERS (herein "Borrower"), and the Mortgagee HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S. C. 29360 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TEN THOUSAND and NO/100 (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 16, 1983 (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, 1993.

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 2.09 acres, 3.36 acres and 0.44 acre, and totaling 5.88 acres, more or less, and when described as a whole having the following metes and bounds as shown on plat entitled Property of Almeade Martin, prepared by C. O. Riddle, dated December 1958, recorded in Plat Book 00 at page 468:

BEGINNING at an iron pin on the northwesterly edge of Richardson Road and running thence N. 61-45 W. 141.8 feet to an iron pin; thence S. 54-14 W. 755.5 feet to an iron pin; thence S. 61-45 E. 271.3 feet to a point in the center of Richardson Road; thence with the center of said road, the following metes and bounds, to-wit: N. 82-38 E. 100 feet, S. 85-36 E. 182.9 feet, N. 82-33 E. 56.8 feet, N. 54-36 E. 62.3 feet, N. 41-18 E. 62.2 feet, N. 29-30 E. 103.8 feet, N. 16-53 E. 73.1 feet, N. 4-20 W. 120.9 feet, N. 2-45 E. 132.9 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Patricia M. Graham dated July 31, 1978, recorded August 1, 1978 in the RMC Office for Greenville County, South Carolina, REM Volume 1084 at page 422.

This mortgage is second and junior in lien to that mortgage given to Heritage Federal Savings & Loan Association in the original amount of \$50,000.00, recorded in the RMC Office for Greenville County, South Carolina August 1, 1978 in Mortgage Book 1439 at page 962.



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which has the address of Rt. 2, Simpsonville, South Carolina 29681 (herein "Property Address");

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 seized 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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