

FILED
GREENVILLE CO. S.C.

JAN 26 3 31 PM '81

DONNIE S. TANNERSLEY
R.M.C.

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

BOOK 1530 PAGE 904

BOOK 77 PAGE 628

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 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 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 Higgins and recorded in First Federal Savings and Loan Association of Greenville, S.C. Same As, First Federal Savings and Loan Association of S.C. in Book 1442 and page 731. 25-172

Bozeman, Grayson & Smith, Attorneys

Joshua J. Higgins
Donnie S. Tannersley
1981
Greenville
which has the address of 235 West Castle Road
SC 29606 (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.

SOUTH CAROLINA — 1st Family — 4-2 — FNU/FRMC UNIFORM INSTRUMENT (with amendments adding Para. 20)

200 0 40701001
GTC
JAN 26 1981 1339

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