

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville



NTC
1406 PAGE 782

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James E. Higgs and Daphne Higgs

(hereinafter referred to as Mortgagor) is well and truly indebted unto Frank 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

Seven Thousand and no/100-----Dollars (\$ 7,000.00) due and payable annually in the amount of Nine Hundred Seventy-five and 36/100 (\$975.36) Dollars annually, said first annual payment to be due and payable on or before April 30, 1978, and payable each and every year thereafter on or before April 30 until paid in full.

with interest thereon from this date at the rate of seven per centum per annum, to be paid:

to Mr. Frank T. Higgs, Route 2, Fowler Road, Simpsonville, South Carolina.

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, the Mortgagee's heirs, successors and assigns:

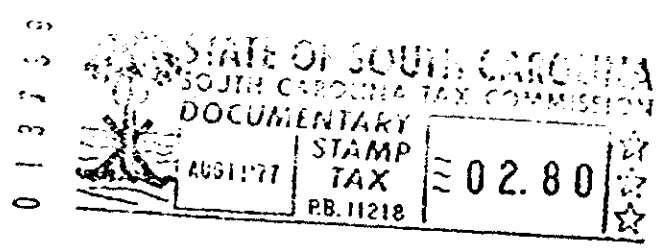
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Austin Township, being shown as Lots No. 5 and 6, containing 0.65 acres, more or less, according to a plat made by C. O. Riddle, RLS, entitled "Property of Frank T. Higgs," said plat b being dated January 11, 1961, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on an unnamed street, being the joint front corner of Lots Nos. 4 and 5 and running thence S. 78-36 E. 155.6 feet to an iron pin, rear corners of Lots Nos. 4 and 5 and running thence S. 21-34 E. 101.6 feet to an iron pin; thence S. 14-10 W. 100.1 feet to an iron pin, joint rear corners of Lots 6 and 7; thence N. 78-36 W. 132.9 feet to an iron pin, joint front corner of Lots 6 and 7; thence N. 11-24 W. 200 feet to the point of beginning.

ALSO included in this property is all Frank T. Higgs' right, title, and interest in and to those certain lands which lie below the surface of the unnamed lake, also shown on said plat, boundaries of such land being the natural extension of said lines of Lots 5 and 6 conveyed above (such lines being S. 78-36 E. and S. 82-06 E.) extended to the low water mark of said unnamed lake.

This is a portion of the same property conveyed to Frank T. Higgs by deed of D. L. Bramlett, Jr., dated October 28, 1972, and recorded in the RMC Office for Greenville County in Book 959 at Page 244 on October 31, 1972.

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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 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 is 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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