

FILED
GREENVILLE CO. S. C.
NOV 14 1983

MORTGAGE

THIS MORTGAGE is made this 2nd day of November, 1983, between the Mortgagor, Mark J. Higginbotham and N. Rena' Higginbotham, (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 Fourteen Thousand One Hundred Thirty Four and 68/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 2, 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 November 30, 1990.....;

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 County of Greenville, State of South Carolina, and lying on the southern side of Pack Mountain Road and being shown as a 10.67 acre tract of land according to a plat entitled property of Fred Lister by Lindsey and Associates, Inc. surveyor, dated November 1, 1983, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in the center of Pack Mountain Road at the joint front corner of property now or formerly of Wood and running thence with the line of Wood S. 20-25 W. 1707.1 feet to an iron pin in line of property now or formerly of Greer Commission of Public Works; thence with line of property now or formerly of Greer Commission of Public Works, N. 65-06 W. 141.86 feet to an iron pin; thence continuing with line of property now or formerly of Greer Commission of Public Works, N. 59-02 W. 101.46 feet to an iron pin; thence still with Greer Commission of Public Works, N. 65-50 W. 25.87 feet to an iron pin; thence N. 20-52 E. 1861.3 feet more or less to a stake in the center of Pack Mountain Road; thence with the center of Pack Mountain Road S. 43-10 E. 21 feet to a point; thence S. 32-21 E. 294 feet to a spike, the point of BEGINNING.

Being the same property conveyed to the Mortgagors herein by Deed of Bud Pittman and Fred Lister said Deed being dated of even date and recorded in the RMC office of Greenville County in Deed Book _____ at Page _____.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA, ON NOV 14 1983 AT 12 06 PM '83

which has the address of Pack Mountain Road Greenville,
(Street) (City)
S. C. (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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