

FILED
GENERAL RECORDS OFFICE
S. C.

1035 1188

JUN 2 1983
R.M.C. SLEW

MORTGAGE

THIS MORTGAGE is made this 11th day of November 1983, between the Mortgagor, Jerry N. Riggins and Montie A. Riggins (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 Thirty-Seven Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 11, 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 December 1, 2013.

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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the southern side of Rockview Court in Greenville County, South Carolina being known and designated as Lot No. 37 as shown on a plat entitled BARBERY HEIGHTS, SECTION 2 made by Carolina Engineering and Surveying Company dated December 26, 1965, recorded in Plat Book BBB at Page 175 and having according to a more recent plat thereof entitled PROPERTY OF JERRY N. RIGGINS AND MONTIE A. RIGGINS made by Freeland & Associates dated November 11, 1983, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 10-E at Page 4 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Rockview Court at the joint front corner of lots nos. 36 and 37 and running thence along the common line of lots nos. 35, 36 and 37, S. 7-44 E. 151.60 feet to an iron pin at the joint rear corner of lots nos. 32, 33, 35 and 37; thence N. 89-18 W. 212.94 feet to an iron pin at the joint rear corner of lots nos. 37, 38, 30 and 31; thence along the common line of lots nos. 37 and 38, N. 38-53 E. 194.82 feet to an iron pin on the southern side of Rockview Court; thence with the curve of the southern side of Rockview Court, the chords of which are S. 67-48 E. 40.0 feet to an iron pin and N. 71-30 E. 35.0 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of John E. Salsbury to be recorded herewith.

which has the address of 37 Rockview Court Greenville
S. C. 29611 (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 —

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