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GREENVILLE CO. S. C.

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BOOK 1291 PAGE 375

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

CONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, RALPH R. HIGGINS & DOROTHY S. HIGGINS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto G. TAFT JOSEPH

(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 TEN THOUSAND AND NO/100-----

----- Dollars (\$ 10,000.00 ) due and payable  
1 year from date with right to anticipate full amount at any time without  
penalty. The undersigned agree that the within rate of interest on this  
obligation may, from time to time, at discretion of Lender be increased to the  
maximum rate per annum permitted to be charged from time to time by applicable law  
with interest thereon from date at the rate of 8% per centum per annum, to be paid: Quarterly

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, its successors and assigns:

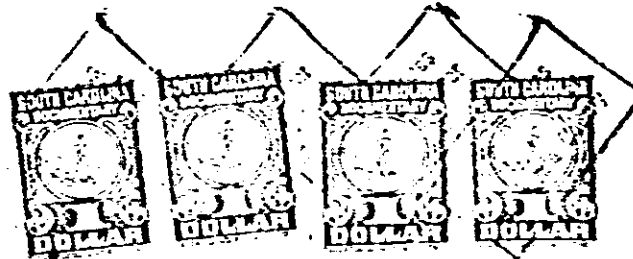
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, situate on the western side of Butler Springs Road, near the City of Greenville, being shown as Lot No. 1 on a plat of Spring Forest, recorded in the RMC Office for Greenville County in Plat Book XX, at Page 126, and described as follows:

BEGINNING at an iron pin on the western side of Butler Springs Road, 111.8 feet south from Spring Forest Road, at corner of Lot 2, and running thence with the western side of Butler Springs Road, S. 37-53 W. 101 feet to iron pin; thence N. 53-10 W. 175 feet to iron pin, corner of Lot 35; thence with the line of Lot 35, N. 38-09 E. 102.8 feet to iron pin, corner of Lot 2; thence with line of Lot 2, S. 52-33 E. 174.3 feet to the beginning corner.

(continued from above)

S. C. law. However, in no event shall the interest rate exceed the rate of 10% per annum during the term of this obligation. Any increase in the interest rate herein set forth shall take effect 30 days after written notice of such increase has been mailed to obligors at their last known address. During said 30 day period the obligors shall have the privilege of paying the obligation in full without penalty.

This is a second mortgage; and is junior to one executed to Aiken Loan & Security Company in the original sum of \$21,000.00, recorded in the RMC Office for Greenville County in Mtg. Book 978, at page 255.



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 it 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 whatsoever lawfully claiming the same or any part thereof.

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