

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

BOOK 1324 PAGE 249

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Broadus Curtis Higgs, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sellers-McDonald House Moving Co., Inc., its successors and assigns

(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 One Thousand, Five Hundred and 00/100-----  
Dollars (\$ 1,500.00 ) due and payable

\$500.00 per year on October 2, 1975, October 2, 1976 and October 2, 1977

with interest thereon from date at the rate of eight per centum per annum, to be paid: quarterly on the unpaid balance

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, being shown as a portion of Tract No. 3 on Plat of property of John T. Higgs, prepared by C. O. Riddle, dated September, 1969, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin near the Easterly edge of Burdette Road and running thence with Burdette Road, N. 16-55 E., 165 ft. to a point; thence a new line through Lot No. 3, N. 79-26 W., 300 ft. to a point; thence S. 16-55 W., 165 ft. to a point in line of Lot No. 2; thence with the line of Lot No. 2, S. 79-26 E., 300 ft. to the beginning.

This is the same property conveyed to the mortgagor by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1002, Page 393.

ALSO: ALL that piece, parcel or lot of land lying Northwest and contiguous to the above described tract of land and having the following metes and bounds:

BEGINNING at a point on the joint line of Lots 3 and 2 and at the Southwestern corner of the tract described above and running thence with the joint line of Lot 2, N. 79-26 W., 1,185.7 ft. to a point; thence N. 16-55 E., 165 ft. to a point; thence S. 79-26 E., 477 ft. to a point, which point is the Northwestern most corner of the above described Lot; thence with the line of the lot above, S. 16-55 W., 165 ft. to the beginning.

This is the same property conveyed to the mortgagor by deed of Broadus C. Higgs and J. T. Higgs to be recorded of even date herewith.

It is understood and agreed that this mortgage is second and junior in lien to the mortgage this date given to United Federal Savings & Loan Association.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 whomsoever lawfully claiming the same or any part thereof.

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