

MORTGAGE OF REAL ESTATE—Prepared by ~~XXXXXX~~ **Fant & Fant**, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE, CO. S. C.

BOOK 1373 PAGE 402

The State of South Carolina,
COUNTY OF GREENVILLE

JUL 22 2 58 PM '76
DONNIE S. TANKERSLEY
R.M.C.

To All Whom These Presents May Concern: William A. Higgins and Joan M. Higgins

SEND GREETING:

Whereas, WE, the said William A. Higgins and Joan M. Higgins

hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents, are well and truly indebted to Distinctive Homes Inc.

hereinafter called the mortgagee(s), in the full and just sum of Nineteen Thousand, Sixty-four and 99/100-----DOLLARS (\$19,064.99), to be paid ninety (90) days from date.



, with interest thereon from date

at the rate of **Eight (8%)**
at maturity
interest at the same rate as principal.

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That WE, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **Distinctive Homes, Inc.**, its successors and assigns forever:

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, on the eastern side of Birnham Court and being known and designated as Lot No. 3 of Birnham Woods Subdivision, plat of which is recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-D at Page 56 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Birnham Court at the joint corner of Lots 3 and 4 and runs thence along the line of Lot 4, N. 80-17 E. 203.5 feet to an iron pin; thence S. 8-02 E. 110 feet to an iron pin; thence along the line of Lots 1 and 2, S. 81-03 W. 205 feet to an iron pin on the eastern side of Birnham Court; thence along the eastern side of Birnham Court, N. 5-55 W. 100 feet to the beginning point.

This being the same property conveyed to the Mortgagors herein by deed of Distinctive Homes, Inc., of even date, to be recorded herewith.

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