

514 N. Main St.  
S.ville, S.C. 29681  
FIRST MORTGAGE ON REAL ESTATE

1422-012

# MORTGAGE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES C. LEARY

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, LAURENS, S. C. (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 THIRTY ONE THOUSAND AND NO/100-----

DOLLARS (\$ 31,000.00 ), with interest thereon from date at the rate provided for in said note, said principal and interest to be repaid as therein stated, except that the final payment of principal and interest shall be due on

APRIL 1, 2008, and

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 purpose;

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 known and designated as Lot No. 126, Menlo Drive, on plat of Brentwood, Section No. III, recorded in Plat Book 5-D, Page 42 in the RMC Office for Greenville County and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Menlo Drive at the joint front corner of Lots # 126 and 127 and running thence with the common line of said Lots N. 54-00 E., 155.0 feet to an iron pin, joint rear corner of said Lots; running thence along the rear of Lots # 126 S. 36-00 E., 105.0 feet to an iron pin, joint rear corner of Lots # 126 and 125; running thence with the common line of said Lots S. 54-00 W., 154.76 feet to an iron pin, joint front corner of said Lots on Menlo Drive; running thence with said Drive N. 36-00 W., 105.0 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagor by deed of Rackley Builder-Developer, Inc. to be recorded of even date herewith.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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