

FILED
GREENVILLE CO. S. C.
JUN 5 3 03 PM '79
DONNIE S. TANKERSLEY
R.H.C.

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MORTGAGE

THIS MORTGAGE is made this -----4th----- day of JUNE, 1979, between the Mortgagor, JAMES LEARY BUILDERS, INC., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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").

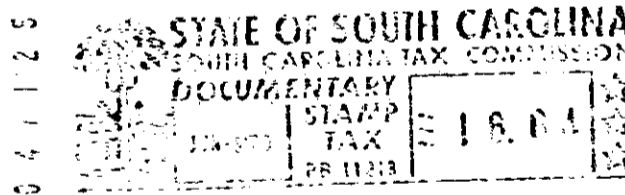
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-ONE THOUSAND SIX HUNDRED AND 00/100----- Dollars, which indebtedness is evidenced by Borrower's note dated JUNE 4, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, .2010.....;

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 certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, shown and designated as Lot no. 170 on plat of Brentwood, Section no. 4, as recorded in Plat Book 5D, page 43, and a more recent plat of Property of James Leary Builders, prepared by Richard D. Wooten, Jr., dated April 2, 1979, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Ment Drive, joint front corner of lots 170 and 171 and running thence along said Ment Drive, N. 21-27 W., 105.0 feet to an iron pin; thence with the intersection of Ment Drive and Brentwood Way, N. 24-47 E., 34.6 feet to an iron pin; thence turning and running along Brentwood Way, N. 71-00 E., 125.35 feet to an iron pin; thence turning and running along the rear line of lot 170, S. 19-55 E., 127.2 feet to an iron pin; thence turning and running along the common line of lots 170 and 171, S. 69-59 W., 146.71 feet to an iron pin on Ment Drive, being 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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which has the address of Lot 170, Ment Drive, Brentwood subdivision, (Street) Simpsonville, S.C. 29681 (City) (State and Zip Code) (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.

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