

FILED
S. C.
NOV 5 2 38 PM '79
CONNOR TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 2nd day of November, 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 THOUSAND EIGHT HUNDRED AND NO/100 (\$40,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 2, 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 October 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 of South Carolina, County of Greenville, and being known and designated as Lot No. 185 on plat of BRENTWOOD, SECTION IV, as shown on a plat recorded in the RMC Office for Greenville County in Plat Book 5-D, Page 43, and also as shown on a more recent survey entitled, "Foundation Survey, Lot 185, Brentwood, Sec. No. IV", prepared by Richard D. Wooten, Jr., dated October 18, 1979, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of Ment Drive at the joint corner of Lots 184 and 185 and running thence with the common line of said lots, S 70-59 E 151.50 feet to an iron pin; thence turning and running along the common line of Lots 185 and 186, N 20-45 W 124.97 feet to an iron pin on the southern side of Brentwood Way; thence along Brentwood Way, N 71-00 E 125.0 feet to an iron pin; thence with the curve of Brentwood Way and Ment Drive, the chord of which is S 65-14 E 36.10 feet to an iron pin; thence along the southwestern side of Ment Drive, S 21-28 W 100.0 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Rackley, Builder-Developer, Inc., to be recorded of even date herewith.

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA
ON NOVEMBER 10 1979
BY _____

GCTC --- 1 NC 579 1404

which has the address of Lot 185, intersection of Brentwood Way & Ment Drive, Simpsonville, South Carolina (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.

4.000CI

4328 RV-2