GREENVILLE CO. S. C.
FEB 13 2 30 PM '80
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1495 PAGE 897

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

State of South Carolina
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

JAMES LEARY BUILDERS, INC.

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

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

FORTY THOUSAND AND 00/100---------- ($ 40,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified interest payable monthly

to be due and payable 1 year after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as Lot 133 on a plat of Brentwood, Section III, which is recorded in the RMC Office for Greenville County in Plat Book 5-D, Page 42, and having, according to a more recent plat of Lot 133, Brentwood, Section III, prepared by Richard D. Wooten, Jr., dated January 28, 1980, the following metes and bounds, to-wit:

BEGINNING at a point on the Southern side of Brentwood Way, joint front corner of Lots 132 and 133, and running thence along the joint line of said lots S 29-30 E 128.35 feet to a point in the center of a creek; thence along the center of the creek, as the line, S 66-05 W 109.7 feet to a point, said point being the joint rear corners of Lots 133 and 134; thence turning and running N 29-33 W 130.4 feet to a point on the Southern side of Brentwood Way, joint front corners of Lots 133 and 134; thence running along the Southern side of Brentwood Way N 67-18 E 110.0 feet to the point and place of BEGINNING.

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

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STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX COMMISSION
DOCUMENTARY STAMP 18.00

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