

1527-610

MORTGAGE

C.S.C.
PM '80
SLEY

THIS MORTGAGE is made this FIFTEENTH day of DECEMBER, 1980, 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-seven thousand two hundred and no/00 Dollars, which indebtedness is evidenced by Borrower's note dated _____, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2011

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, being shown and designated as Lot No. 164 on plat of Brentwood, Section IV, recorded in the RMC Office for Greenville County in Plat book 5D at page 43; and by a more recent plat entitled "Foundation Survey of Lot No. 164, Brentwood, Section No. IV," prepared by Richard D. Wooten, Jr. on October 14, 1980, recorded in Plat book 8-9, at page 55, in the RMC Office for Greenville County; and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at iron pin on the Southerly side of Brentwood Way and running thence with the common line of Lots 163 and 164 N. 18-59 W. 150.0 feet to an iron pin at the rear line; thence turning and running along the rear line N. 71-00 E. 105.09 feet to an iron pin; thence turning and running along the common line of Lots 164 and 165 S. 18-57 E. 150.0 feet to an iron pin on Brentwood Way; thence turning and running along Brentwood Way S. 71-00 W. 105.04 feet to an iron pin, being the point of BEGINNING.

This is the identical property conveyed to the mortgagor by deed of Rackley, Builder-Developer, Inc., recorded in deed book 1132 at page 923 on September 9, 1980, in the RMC Office for Greenville County.

The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

which has the address of Lot 164, Brentwood, Section IV, Simpsonville, South Carolina 29681 (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 seised 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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