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GREENVILLE

BOOK 1540 PAGE 361

# MORTGAGE

THIS MORTGAGE is made this 11th day of May, 1981, 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 Seventy-nine thousand nine hundred and no/00 Dollars, which indebtedness is evidenced by Borrower's note dated May 11, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2012;

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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being shown and designated as Lot 80 on plat of Pebblecreek, Phase IV, Section II, recorded in Plat Book 7C at page 47 in the RMC Office for Greenville County, and by a more recent plat of "Foundation Survey Property of James Leary Builders," prepared by Richard D. Wooten, Jr., RLS #4678, on May 4, 1981, and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of Pebble Stone Lane, approximately 245.0 feet from Stallings Road, and running thence along said Lane S. 83-48 E. 90.0 feet to an iron pin; thence turning and running along the common line of Lots 79 and 80, S. 06-12 W. 130.0 feet to an iron pin; thence turning and running N. 83-48 W. 90.0 feet to an iron pin; thence turning and running along the common line of Lots 80 and 81 N. 06-12 E. 130.0 feet to an iron pin on Pebble Stone Lane, being the point of BEGINNING.

This is the identical property conveyed to the mortgagor by deed of Pebblepart, Ltd., to be recorded of even date herewith.

OPTIONAL  
STAMP  
MAY 11 1981

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which has the address of #8 Pebble Stone Lane Taylors, (Street) (City)  
SC 29687 (herein "Property Address"); (State and Zip Code)

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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