

FILED
MORTGAGE OF REAL ESTATE

BOOK 1548 PAGE 460

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 30 3 15 PM '81
JAMES LEARY BUILDERS, INC.
R.M.C.

SECOND

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DONALD M. ANDERSON AND GLORIA G. ANDERSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES LEARY BUILDERS, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

SEVEN THOUSAND THREE HUNDRED EIGHTY AND 00/100----- Dollars (\$ 7,380.00) due and payable

in payments in any amount and at any time to James Leary, prior to July 30, 1983; interest at the rate of ten per cent (10%) is to be paid in full on July 30, 1982 upon the balance owing on that date; balance of note is to be paid in full on or before July 30, 1983;

with interest thereon from (as above) at the rate of (Ten) 10% per centum per annum, to be paid: (AS ABOVE STATED)

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

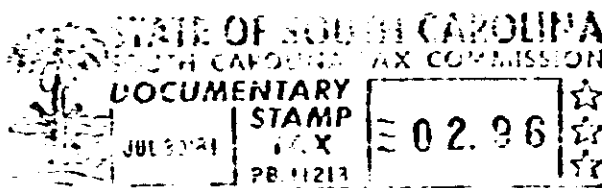
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, shown and designated as Lot no. 189 on plat of Brentwood, Section IV, recorded in Plat Book 5-D, at page 43 in the RMC Office of Greenville County, and also shown on a more recent plat of "Property of Donald M. Anderson and Gloria G. Anderson," prepared by Richard D. Wooten, Jr., RLS No. 4678, dated July 24, 1981, recorded in the RMC Office of Greenville County in Plat Book 85 at page 45, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Shaddock Drive, joint front corner of lots 188 and 189 and running thence S. 68-14 W., 158.35 feet to an iron pin; thence turning and running along the rear lot line of lot 189, N. 24-47 W., 112.0 feet to an iron pin; thence turning and running with the common line of lots 189 and 190, N. 65-20 E., 155.0 feet to an iron pin on the westerly side of Shaddock Drive; thence with said Drive, S. 26-12 E., 120.0 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by deed of James Leary Builders, Inc., to be recorded of even date herewith.

It is understood and agreed that this mortgage is second and junior in lien to that certain mortgage held by First Federal Savings and Loan Association in the amount of \$49,500.00, dated July 30, 1981 and recorded of even date herewith.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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