

FILED
GREENVILLE CO. S. C.
Nov 7 2 28 PM '82
DONNIE S. FANKERSLEY
R.M.C.

BOOK 1584 PAGE 806

MORTGAGE

THIS MORTGAGE is made this 1st day of November,
1982, between the Mortgagor, James Leary Builders, Inc.,
(herein "Borrower"), and the Mortgagee, First Federal
Savings and Loan Association of South Carolina, 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").

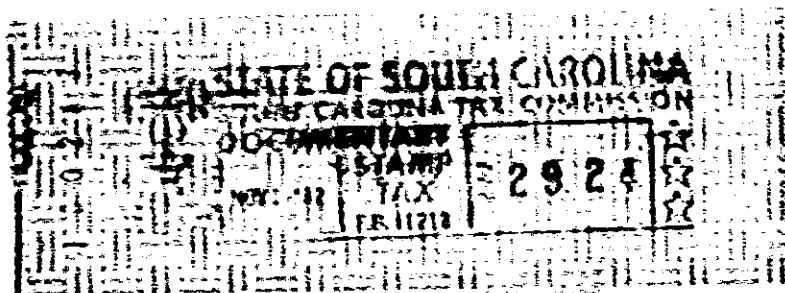
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Three Thousand
One Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's
note dated November 1, 1982, (herein "Note"), providing for monthly installments of principal
and interest, with the balance of the indebtedness, if not sooner paid, due and payable on
November 1, 1983

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, shown and design-
ated as Lot No. 254 on plat of Poinsettia, Sheet Two, Section V and
recorded in the RMC Office for Greenville County in Plat Book 5-P, Page
34 and also as shown on a more recent plat of Property of James Leary
Builders, dated October 25, 1982, prepared by Richard D. Wooten, Jr.,
RLS, 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 South Almond Drive,
joint front corner of Lots 253 and 254 and running thence with the common
line of said lots, S 34-45 W 180.0 feet to an iron pin in the center of
a creek; thence turning and running along the centerline of the creek
as the property line, N 55-15 W 120.0 feet to an iron pin in the center
of creek; thence turning and running along the joint line of Lots 254 and
255 as the line, N 34-45 E 180.0 feet to an iron pin; thence turning
and running along South Almond Drive, S 55-15 E 120.0 feet to an iron
pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of
Poinsett Realty Company, to be recorded of even date herewith.



which has the address of Lot 254, Sec. V, Poinsettia, South Almond Drive,
(Street) (City)
Simpsonville, SC (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 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.

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