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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-Two Thousand

Four Hundred and No/100----

----_{(\$} 42,400.00₎

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note 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 in installments of INTEREST PAYABLE

MONTHLY

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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 Mortgagoe 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 and being known and designated as Lot No.186 on plat of BRENTWOOD, SECTION IV, recorded in the RMC Office for Greenville County in Plat Book 5D, Page 43, and also as shown on a more recent survey entitled, "Foundation Survey, Lot 186, Brentwood, Sect. IV", prepared by Richard D. Wooten, Jr., dated February 27,1980, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the westerly side of Shaddock Drive, joint corner of Lots 186 and 187 and running thence along the westerly side of Shaddock Drive, S20-05E 100.0 feet to an iron pin; thence with the intersection of Shaddock Drive and Brentwood Way, S 25- 28 W 35.05 feet to an iron pin; thence running along the northerly side of Brentwood Way S 71- 00 W 125.0 feet to an iron pin, joint corner of Lots 185 and 186; thence along the common line of said lots, N 20-45 W 124.97 feet to an iron pin; thence along the common line of Lots 186 and 187, N 70-58E 151.50 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Rackley, Builder-Developer, Inc., to be recorded of even date herewith.

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