

GADDY & DAVENPORT, PA. ATTORNEYS AT LAW

State of South Carolina
County of GREENVILLE

40011 Mortgage of Real Estate

THIS MORTGAGE is dated November 23rd R.M.C. 19 83.

THE "MORTGAGOR" referred to in this Mortgage is David A. James and Jean M. James
whose address is Rt. 2, Babb Road, Greer, South Carolina 29651

THE "MORTGAGEE" is Leander, Inc. and Ganymede, Inc.,
whose address is *90 Southwestern Lane, P.O. Box 102, W. Stone Cove, S.C. 29687*

THE "NOTE" is a note from David A. James and Jean M. James,
to Mortgagee in the amount of \$ 6,789.09 dated November 23, 19 83. The
Note and any documents renewing, extending or modifying it and any notes evidencing future
advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The
final maturity of the Note is September 1, 19 87. The amount of debt secured by
this Mortgage, including the outstanding amount of the Note and all Future Advances under
paragraph 13 below, shall at no time exceed \$ 6,789.09 plus interest, attorneys' fees not to exceed
fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and
Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or
capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in
the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest. (a) the
indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by
Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the
Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor
acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs,
successors and assigns, the following described property.

ALL of that certain piece, parcel or tract of land in the State of South
Carolina, County of Greenville, lying on the southern side of Babb
Road, being shown as Lot #9, containing 2.28 acres, on a plat of the
property of J. F. Estates, Inc., dated May 18, 1982, prepared by James
R. McClure, Registered Surveyor, recorded in the R.M.C. Office for
Greenville County, South Carolina, in Plat Book 8-P, at Page 82, and
having, according to said plat, the following courses and distances,
to wit:

BEGINNING at an iron pin on the southern side of Babb Road at the
joint front corner of Lots 9 and 10 as shown on said plat and running
thence with the common line of said lots, S. 11-23-00 W. 544 feet to an
iron pin; thence continuing S. 11-23-00 W. 48.57 feet to an iron pin at
the joint rear corner of Lots 9 and 2; thence with the rear line
of Lots 9 and 2, N. 71-41-00 E. 210 feet to an iron pin at the joint rear
corner of Lots 8 and 9; thence with the common line of Lots 8 and 9
N. 11-04-00 E. 504.11 feet to an iron pin on the southern side of
Babb Road; thence with the southern side of Babb Road N. 83-06-15 W.
105.55 feet to an iron pin and N. 84-16-30 W. 74.76 feet to an iron
pin, the point of beginning.

The above described property includes a one acre tract, being a portion of
the aforementioned Lot #9 of J. F. Estates, Inc., which was conveyed to the
Mortgagors by deed from the Mortgagees, Leander, Inc. and Ganymede, Inc.,
dated July 5, 1983, recorded in the R.M.C. Office for Greenville County,
South Carolina, on August 9, 1983, in Deed Book 1194, at Page 57. The
remainder of Lot #9 was subsequently conveyed to the Mortgagors by deed
from the Mortgagees, Leander, Inc. and Ganymede, Inc., dated November 22,
1983, recorded in the R.M.C. Office for Greenville County on November
24, 1983, in Deed Book 1201, at Page 445.

This mortgage is given as security for a portion of the purchase price of
the above described property but is specifically second and junior in lien
to that certain first mortgage given by the Mortgagors herein to First
Federal Savings and Loan Association of South Carolina in the principal
amount of \$49,600.00, dated November 22, 1983.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any
way incident or appertaining thereto, all improvements now or hereafter situated thereon, and all fixtures now
or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference
thereto).

2 NOV 27 1983 745

4-27-CI

6570

1637-469