

FILED
GREENVILLE CO. S. C.

OCT 21 2 19 1983 **MORTGAGE**

DONNIE W. WATERSLEY
R.M.C.

THIS MORTGAGE is made this 20th day of October,
19 83, between the Mortgagor, JAMES C. LEARY

, (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 THIRTY-FIVE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 20, 1983, (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, 2013...

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, being known and designated as Lot No. 81 on plat of BRENTWOOD, SECTION III, as recorded in the RMC Office for Greenville County in Plat Book 5-D, Page 42 and also as shown on a more recent plat prepared by Richard D. Wooten, Jr., dated September 23, 1983, entitled "Property of James C. Leary" and recorded in the RMC Office for Greenville County in Plat Book 10D, Page 29, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Brentwood Way, joint front corner of Lots 80 and 81 and running thence along the northern side of said Brentwood Way, S 70-57 W 105.0 feet to an iron pin; thence turning and running along the joint line of Lots 81 and 169, N 18-59 W 150.2 feet to an iron pin; thence turning and running N 70-58 E 105.0 feet to an iron pin; thence turning and running along the common line of Lots 80 and 81, S 18-59 E 150.2 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of James Leary Builders, Inc., to be recorded of even date herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED IN THE R.M.C. OFFICE
ON OCT 21 1983
STAMP TAX \$ 14.00
BY [Signature]

which has the address of 602 Brentwood Way, Simpsonville, SC 29681
(Street) (City)

(State and Zip Code) (herein "Property Address");

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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