

FILED
3 07 PM '79
DEANE STANBURY
R.H.C.

MORTGAGE

THIS MORTGAGE is made this 14th day of September, 19 79, between the Mortgagor, JAMES LEARY BUILDERS, INC., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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").

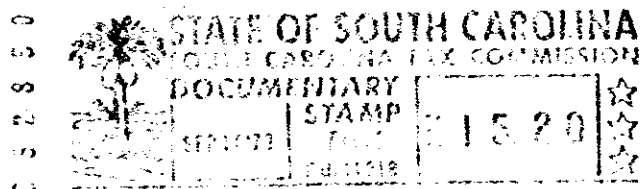
WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-EIGHT THOUSAND and No/100 (\$38,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 14, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2010;

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, and being known and designated as Lot No. 167 on plat of BRENTWOOD, SECTION No. IV, recorded in the RMC Office for Greenville County in Plat Book 5-D, Page 43, and also as shown on a more recent plat entitled, "Foundation Survey Lot No. 167, Brentwood, Section No. IV", prepared by Richard D. Wooten, Jr., dated July 7, 1979, 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 166 and 167 and running thence with the common line of said lots, N 18-58 W 150.06 feet to an iron pin; thence turning and running along the property of Jeff R. Richardson, Jr., N 70-58 E 105.0 feet to an iron pin; thence turning and running along the line of Lot 168, S 18-59 E 150.14 feet to an iron pin on the northern side of Brentwood Way; thence turning and running along the northern side of said Brentwood Way, S 71-00 W 105.0 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.



which has the address of Lot 167, Brentwood Way Simpsonville, S. C. (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.

8
7
7
3
9
E

4
0
0
A

0139

4328 RV-2