



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-Four Thousand and 00/100 -----

(\$ 44,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not 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

**Marker of the contract of the contr

XXX to be due and payable . 1

year Xafter date: and

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 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 Mortgagor 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 Mortgagoe, 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. 146 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 146, 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 Southeastern side of Brentwood Way, joint front corner of Lots 145 and 146 and running thence along the joint line S. 13-00 E. 229.27 feet to an iron pin in the line of a creek, said point being the joint rear corner of Lots 145 and 146; thence running along the creek as the line N. 88-06 W. 38.15 feet to an iron pin; thence proceeding along the creek S. 53-12 W. 61.09 feet to an iron pin, being the joint rear corner of Lots 147 and 146; thence proceeding along the joint line of said lots N. 17-07 W. 235.4 feet to an iron pin on the Southeastern side of Brentwood Way, joint front corner of Lots 146 and 147; thence turning and running N. 72-09 E. 110 feet to the point and place of BEGINNING.

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

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