



State of South Carolina

GREENVILLE COUNTY OF....

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 00/100 ----- (\$ 42,400.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

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WHEREAS, said note further provides that if at any time any roution 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 Mortgage, 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 Mortzagee to the Mortgager's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgager in hand well and truly paid by the Mortgage at and before the seading of these presents the receipt whereof is he reby 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

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Town of Simpsonville, shown and designated as Lot No. 189 on plat of Brentwood, Section IV, as recorded in Plat Book 5-D, Page 43, in the RMC Office for Greenville County and shown on a more recent plat entitled "Foundation Survey Lot 189 Brentwood, Section IV" prepared by Richard D. Wooten, Jr., dated February 27,1980, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Shaddock Drive, being the joint front corner of Lots 188 and 189; thence turning and running S 68-14 W 158.35 feet to a point, being the joint rear corner of Lots 188 and 189; thence turning and running N 24-47 W 112.0 feet to an iron pin, being the joint rear corner of Lots 189 and 190; thence turning and running N 65-20 E 155.0 feet to a point on Shaddock Drive; thence turning and running along Shaddock Drive S 26-12 E 120.0 feet to the point and place 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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