

Mortgagee Address:
P. O. Box 2568
Greenville, SC 29602

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
FILED
CO. S. O.
JAN 14 3 33 PM '83
DONNIE S. TANKERSLEY
R.M.C.

**MORTGAGE
OF
REAL PROPERTY** BOOK 1591 PAGE 872

THIS MORTGAGE, executed the ...13th... day of ...January....., 19 ..83..... by
...JAMES LEARY BUILDERS, INC. (hereinafter referred to as "Mortgagor")
to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is
Post Office Box 2568, Greenville, South Carolina 29602

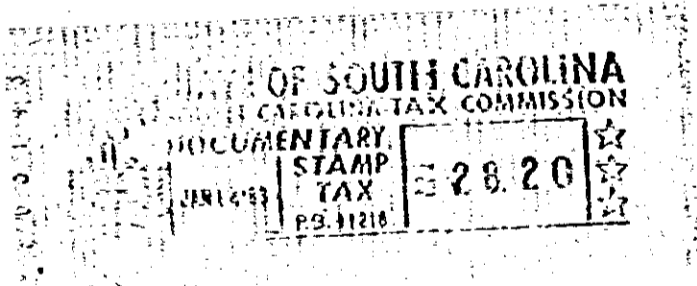
WITNESSETH;

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated ...January 13, 1983....., to Mortgagee for the principal amount of SEVENTY THOUSAND FIVE HUNDRED AND NO/100..... Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

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. 36 on plat of BROOKFIELD WEST, Section II, recorded in the RMC Office for Greenville County in Plat Book 7-X, Page 88, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Brynhurst Court, joint corner of Lots 35 and 36 and running thence with the common line of said lots, S 26-35 E 132.21 feet to an iron pin; thence turning and running along the line of Lot 37, S 72-36 W 148.14 feet to an iron pin on the eastern side of Gilderbrook Road; thence turning and running along the eastern side of Gilderbrook Road, N 17-24 W 85.0 feet to an iron pin at the intersection of said Gilderbrook Road with Brynhurst Court; thence turning and running with the intersection of said Road and Court, N 23-01 E 38.07 feet to an iron pin on the southern side of Brynhurst Court; thence turning and running along said Brynhurst Court, N 63-25 E 103.71 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of The Vista Co., Inc. and Dee A. Smith Company, Inc., dated January, 1983, to be recorded herewith.



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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):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

