

MORTGAGE

THIS MORTGAGE is made this 6th day of December, 1983, between the Mortgagor, JAMES LEARY BUILDERS, INC.

(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 ONE HUNDRED THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 6, 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 December 6, 1984.

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, known and designated as Lot no. 20 on plat of SUMMERPLACE, recorded in the RMC Office for Greenville County in Plat Book 9-F, page 49 and also shown on a more recent survey dated November 21, 1983, shown as Property of James Leary Builders, Inc., prepared by Richard O. Wooten, Jr. RLS NO. 4678, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Summerplace Drive, joint front corner of lots 21 and 20 and running thence N. 46-09 W., 241.69 feet to an iron pin; thence turning and running across the rear lot line of lot no. 20, N. 70-41 E., 113.43 feet to an iron pin; thence turning and running with the common line of lots 20 and 19, S. 45-36 E., 184.93 feet to an iron pin on the northwesterly side of Summerplace Drive, which point is approximately 75 feet from Governor's Square; thence turning and running along said Summerplace Drive, S. 45-52 W., 50 feet to an iron pin; and continuing with said Drive, S. 35-26 W., 50.0 feet to an iron pin, being the point and place of beginning.

Being the same property conveyed to the mortgagor by deed of Summerplace Limited Partnership, dated 9/21/83, recorded 9/23/83 in the office of the RMC for Greenville County in deed book 1197 at pgs. 23.

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which has the address of Lot 20, Summerplace Drive, Greenville County, 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.

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