

FILED
GREENVILLE CO. S. C.

JUL 3 1 47 PM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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1362

THIS MORTGAGE is made this 29th day of JUNE, 1979, 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-SEVEN THOUSAND SIX HUNDRED AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 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 MAY 1, 1980 at 100.0 percent to an iron pin on Ment Drive; thence with said Ment Drive, S. 26-14 E., 104.53 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagor by deed of Rackley Builder-Developer, Inc., to be recorded of even date herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
JUL 3 1979
\$ 5.00

PAID SATISFIED AND CANCELLED
First Federal Savings and Loan Association
of Greenville, S.C.

12835

Witness Ann Jackson
October 16, 1979

Oct 16 3 24 PM '79
DONNIE S. TANKERSLEY
R.M.C.

which has the address of Lot 181, Ment Drive, Brentwood, Section 4,
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 seised 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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