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MORTGAGE

THIS MORTGAGE is made this 28th day of JUNE, 1982, 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").

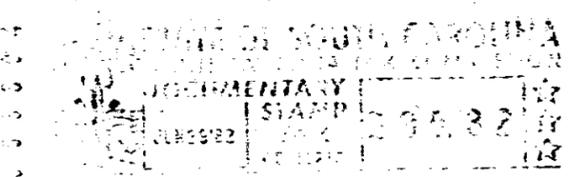
WHEREAS Borrower is indebted to Lender in the principal sum of SEVENTY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated JUNE 28, 1982, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 28, 1982;

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, shown and designated as Lot 253 on plat of Poinsettia, Sheet Two, Section V, and recorded in the RMC Office for Greenville County in Plat Book 5-P, page 34, and also shown on a more recent plat of Property of James Leary Builders, dated June 22, 1982, prepared by Richard D. Wooten, Jr., R.L.S., and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of South Almond Drive, joint front corner of lots 252 and 253 and running along the common line of said lots, S. 34-50 W., 174.09 feet to an old iron pin in a creek; thence turning and running with the meanders of said creek, the center line of said creek being the property line, as follows: N. 50-55 W., 66.45 feet to an old iron pin; thence N. 66-58 W., 54.59 feet to an old iron pin; thence leaving said creek and turning and running with the common line of lots 253 and 254, N. 34-45 E., 180.0 feet to an iron pin on the southwesterly side of South Almond Drive; thence turning and running along said Drive, S. 55-15 E., 120.0 feet to an iron pin, being the point and place of beginning.

This is the same property conveyed to the mortgagor by deed of Poinsett Realty Company, to be recorded of even date herewith.



which has the address of Lot 253, S. Almond Drive, Simpsonville, S.C., (Street) (City) 29681 (State and Zip Code) (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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