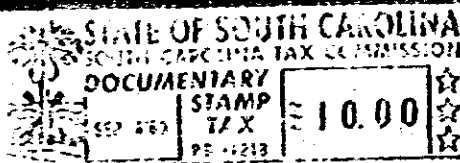


FILED
GREENVILLE CO. S. C.

SEP 2 3 39 PM '80

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DONNIE S. TANKERSLEY
MORTGAGE

THIS MORTGAGE is made this EIGHTH day of SEPTEMBER, 19 80, between the Mortgagor, James C. Leary and Glenda S. Leary, (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 TWENTY-FIVE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 8, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2010

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 piece parcel or lot of land, situate, lying and being in the State of S.C., County of Greenville, being known and designated as Lot 331, Section 5, Sheet 2, of Subdivision known as Poinsettia, said subdivision being situated within the corporate limits of the Town of Simpsonville, plat of said subdivision being recorded in the RMC Office for Greenville County in Plat Book 5P, Page 34, and also being shown on a more recent plat and survey of Lot 331, Hillpine Drive, dated September 4, 1980, prepared by J. L. Montgomery, III, recorded in plat book 8E, page 35, and having, according to the more recent plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the easterly side of Hillpine Drive, joint frontcorner of Lots 331 and 332 and running thence S. 53-03 E. 105.26 feet to an iron pin; thence turning and running with the common line of Lots 330 and 331 S. 07-33 W. 166.18 feet to an iron pin on South Almond Drive; thence turning and running as follows: N. 82-20 W. 46.0 feet to an iron pin and N. 70-50 W. 74.56 feet to an iron pin at the intersection of South Almond Drive and Hillpine Drive; thence running along Hillpine Drive N. 22-14 E. 179.38 feet to an iron pin, being the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Poinsett Realty Co., recorded in deed book 1131, page 847 on August 25, 1980, in the RMC Office for Greenville County.

The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

which has the address of Lot 331, Poinsettia, 515 Hillpine Dr., Simpsonville
(Street) (City)

SC 29681 (herein "Property Address");
(State and Zip Code)

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.

4328 RV.2