

S. C.

1979

1485-103

MSLEY

MORTGAGE

THIS MORTGAGE is made this 19th day of October, 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 FORTY-SIX THOUSAND AND NO/100 (\$46,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 19, 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 October 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 certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot 66 on plat of Brentwood Section II which is recorded in the RMC Office for Greenville County, in Plat Book 4-R, page 5, and having, according to a more recent plat of Lot 66, Brentwood, Section 2 prepared by Richard D. Wooten, Jr. dated August 23, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Brentwood Way and running thence along the joint line of Lots 66 and 67 N. 23-04 W., 149.7 feet to an iron pin; thence turning and running along the rear line of Lot 66 and property of J. R. Richardson, Jr. N. 70-57 E., 100.0 feet to an iron pin; thence turning and running S. 27-18 E., 135.3 feet to an iron pin on Brentwood Way; thence turning and running along Brentwood Way S. 62-54 W., 110.0 feet to an iron pin, the point of beginning.

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

RECORDED IN THE PUBLIC OFFICE OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, ON OCTOBER 19, 1979.

which has the address of Lot 66, Brentwood Way, Brentwood, Sec. II, Simpsonville,
South Carolina 29681 (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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