

This instrument was prepared by:  
H. Michael Spivey

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GREENVILLE S.C.  
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BOOK 1526 PAGE 935

# MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this ... 5th ... day of December ... 19 80 ... between the Mortgagor, James Leary Builders, Inc. (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of 28,800.00 Dollars, which indebtedness is evidenced by Borrower's note date December 5, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original Note), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2011;

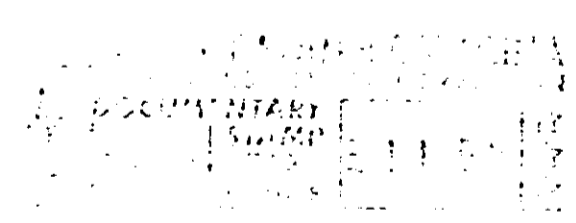
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, and being shown and designated as Lot 81 on a plat of Bellingham, Section IV, recorded in Plat Book 5P at page 48, in the RMC Office for Greenville County, and by a more recent plat of "Property of James Leary Builders," prepared by Richard D. Wooten, Jr. on November 18, 1980 and recorded in the RMC Office for Greenville County in Plat Book 8-J, at page 32; and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of Coalmont Court, joint front corner of Lots 80 and 81, and running thence with the joint line of said lots S. 08-26 E. 143.44 feet to an iron pin at the rear line; and running thence along the rear line S. 82-22 W. 90.0 feet to an iron pin; thence turning and running along the joint line of lots 81 and 82 N. 04-27 W. 146.02 feet to an iron pin on Coalmont Court; thence running along Coalmont Court as follows: N. 84-22 E. 71.15 feet and N. 81-46 E. 8.85 feet to an iron pin, being the point of BEGINNING.

This is the same property conveyed to the mortgagor by deed of Daniel E. Anderson and Janet D. Anderson, to be recorded of even date herewith.

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which has the address of 108 Coalmont Court, 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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