

0179

BOOK 1537 PAGE 185

BOOK 75 PAGE 179

GREENVILLE CO. S. C.  
APR 3 11 25 AM '81  
SONNIE S. TANKERSLEY

### MORTGAGE

THIS MORTGAGE is made this 2nd day of April, 1981, 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-eight thousand and no/100 00 Dollars, which indebtedness is evidenced by Borrower's note dated April 2, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2012.

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

*M. Sow*  
PAID-SATISFIED AND CANCELLED SEP 3 1981 6015

First Federal Savings and Loan Association  
Greenville, S. C. Same As First Federal Savings and Loan Association of S. C.  
*Peggy W. Peag*  
*August 31 1981*  
Witness *Margaret S. Lab*

which has the address of 905 Brentwood Way Simpsonville (City)  
South Carolina 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 seized 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.

22  
FILED  
GREENVILLE CO. S. C.  
APR 3 11 25 AM '81  
SONNIE S. TANKERSLEY  
R.M.C.

4328 RV-2