LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTCAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

21 PH 18 TO ALL WHOM THESE PRESENTS MAY CONCERN:

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David A. Clyborne

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank & Trust Company P.O. Box 3028, Greenville, South Carolina

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eighteen Thousand One Hundred Nineteen and 40/100

Dollars (\$18,119.40) due and payable

as set out in promissory note of even date

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in Butler Township, Greenville County, and being known and designated as Lots #2 and #3 on the plat of property of John Ward Estate, said plat being recorded in Plat Book WW at page 135 in the Greenville County RMC Office, and having the following metes and bounds, to-wit:

BEGINNING at a neal and stopper on Batesville Road at the joint front corner of Lots #3 and #4 and running thence S. 73-52 E. 775 feet to the back joint corner of Lots #3 and #4; thence S. 47-35 W. 138 feet; thence S. 51-43 W. 161 feet; thence S. 48-56 W. 227 feet to the back joint corner of Lots #1 and #2; thence N. 67-00 W. 488 feet to a nail and stopper in said road; at front joint corner of Lots #1 and #2; thence N. 13-04 E. 200 feet to nail and stopper in said road; thence N. 20-08 E. 177.5 feet to the beginning point.

This being the same property conveyed to Mortgagor by deed of V. Lynn Lee recorded in Deed Book 1145 at page 648 on April 3, 1981, RMC Office for Greenville County.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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