LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA 101 iod8 o 430 MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE CREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. Daniel R. Cababa and Chicksley

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank & Trust Company

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-Forty-Two Thousand Six Hundred Twenty-Five and corporated herein by reference, in the sum of

as per the terms of that promissory note of even date herewith

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 prendums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN. That the Mortgigor, 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby admowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, the Mortgagor'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 Greenville, being shown as a 4.3 acre tract as shown on plat of Property of Lindsey Builders, Inc., dated April 11, 1969, revised August 13, 1971, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of U.S. Highway 123 at joint corner of property now or formerly of Wilson and running thence with Wilson property, N. 21-90 W. 260.6 feet to an iron pin; thence S. 37-19 W. 40 feet, more or less, to an iron pin; thence S. 64-20 W. 77.8 feet to an iron pin; thence S. 72-09 W. 118.1 feet to an iron pin; thence S. 82-00 W. 135 feet to an iron pin; thence N. 82-13 W. 74.6 feet to an iron pin; thence S. 29-50 E. 24 feet to an iron pin; thence S. 60-10 W. 314.9 feet to an iron pin; thence N. 80-46 W. 94.7 feet to an Iron pin; thence N. 73-00 W. 223.2 feet to an iron pin; thence N. 69-06 W. 95 feet to an ironpin on Bramlett Road; thense with Bramlett Road, S. 43-36 W. 37.1 feet to an iron pin; thence with the intersection of Bramlett Road and Tethsemane Drive, 3. 0-02 W. 45.15 feet to an iron pin; thense with Gethsemane Drive, S. 69-06 E. 83.3 feet to an iron pin; thence S. 73-00 E. 230 feet to an iron pin; thence S. 80-36 E. 195 feet to an iron pin; thence S. 88-31 E. 140.1 feet to an iron pin; thence N. 34-18 E. 285.4 feet to an iron pin; thence N. 80-42 E. 86.4 feet to an iron pin on U.S. Alternate 123; thence with U.S. Alternate 123, N. 69-10 E. 194.3 feet to the beginning.

THIS being the same property conveyed to the mortgagor herein by deed of Thomas L. and Arthur H. Blackwell as recorded in Deed Book 967 at Page 305, in the RMC Office for Greenville County, S.C., on February 14, 1973.

THIS IS A SECOND MORTGAGE

Together with all and singular rights, members, hereditiments, and appurtenances to the same belonging in any way incident or apper-taining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting hatures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fintures and equipment, other than the usual household furniture, he 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 bereinabove 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 hens and encumbrances except and provided betrein. The Mortgagos further covenants to warrant and [xever defend all and singular the said premises unto the Mortgagos forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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