

FILED
GREENVILLE CO. S. C.

AUG 4 2 56 PM '81

DONNIE S. TANKERSLEY
R.M.C.**MORTGAGE**
(Participation)This mortgage made and entered into this 3rd day of August
1981, by and between Thomas M. Clark and Ellen M. Clark

(hereinafter referred to as mortgagor) and First Citizens Bank and Trust

(hereinafter referred to as
mortgagee), who maintains an office and place of business at Greenville, South Carolina

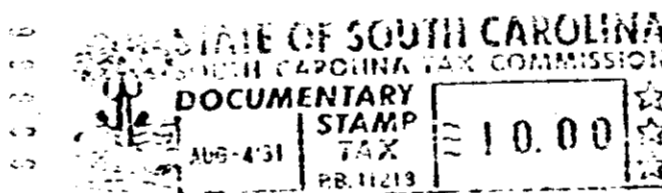
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina.

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, shown and designated as Lot 31 on Map 3 of Halloran Height, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book EE, Page 83, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the westerly side of Audubon Road - Woodhaven Drive, said point being near a lake-dam, and running thence with said Drive, N 19-04 E 58 feet to a point; thence continuing with said Drive, N 19-04 E 34.3 feet to a point; thence still with the westerly side of said Drive, N 44-39 E 149.8 feet to a point; thence with the curve of the intersection of Audubon Road and Woodhaven Drive, the chord of which is N 43-06 W 18.8 feet to a point on the southerly side of Woodhaven Drive; thence with the southerly side of Woodhaven Drive, N 79-02 W 182.3 feet to a point; thence still continuing with the southerly side of said Drive, N 74-44 W 40.7 feet to the joint corner of Lots 30 and 31; thence with the joint line of said lots, S 44-23 W 301.6 feet to a point in or near a lake; thence along and near the center of said Lake S 72-42 E 115.7 feet to a point; thence still on a line near the center of said lake, in an easterly direction, 195 feet, more or less, to the point of beginning.

DERIVATION: This being the same property conveyed by deed of James V. Phoa and Phyllis G. Phoa to Thomas M. Clark and Ellen M. Clark, as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1149, Page 376, on June 4, 1981.

THIS mortgage is junior and second in lien to that certain note and mortgage given to James V. Phoa and Phyllis G. Phoa as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1543, Page 274, on June 4, 1981.



Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated April 12, 1976 in the principal sum of \$ 25,000.00, signed by Thomas M. Clark, D.D.S. and ~~or~~ Individually