

The State of South Carolina,
COUNTY OF GREENVILLE

EVERETT L. FULMER & CHRISTINE L. FULMER SEND GREETING:

Whereas, we, the said Everett L. Fulmer & Christine L. Fulmer hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, Greenville, S. C.

hereinafter called the mortgagee(s), in the full and just sum of Seven Hundred Eighty Four and 35/100

DOLLARS (\$ 784.35), to be paid at said Bank in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6 %) per centum per annum, said principal and interest being payable in monthly

installments as follows: Beginning on the 1st day of September, 19 58, and on the 1st day of each month thereafter until principal and interest are paid in full, the sum of \$ 50.00 to be applied on the interest and principal of said note, said payments to continue up to and including the day of the month of the aforesaid monthly payments of \$ 50.00 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of \$ 784.35 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, Greenville, S. C., its successors and assigns, forever:

ALL that piece, parcel or lot of land with all buildings and improvements thereon, situate on the Northwest side of Dakota Avenue in the City of Greenville, in Greenville County, State of South Carolina, being known and designated as Lots 13 and 14, Block "A", Fair Heights, according to a plat thereof made by R. E. Dalton, Engineer, October, 1924, recorded in the RMC Office for Greenville County, S. C., in Plat Book "F", page 257, and having according to said plat the following descriptions:

BEGINNING at an iron pin on the Northwest side of Dakota Avenue at the joint front corner of Lots 12 and 13, and running thence with the line of Lot 12, N. 58-40 W., 150 feet to an iron pin; thence N. 31-20 E., 100 feet to an iron pin; thence S. 58-40 E., 150 feet to an iron pin on the Northwest side of Dakota Avenue; thence with the Northwest side of Dakota Avenue, S. 31-20 W., 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors as follows: Lot 13 by deed of M. W. Fore, dated April 7, 1948, recorded in the RMC Office for Greenville County, S. C., in Deed Book 342, page 293; and Lot 14 conveyed by deed of C. C. Bruce, dated January 13, 1947, recorded in said RMC Office in Deed Book 306, page 25.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK PAGE

SATISFIED AND CANCELLED OF RECORD DAY OF AUGUST 1958

reimburse itself for the premium, with interest, under this mortgage; or the mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in the case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire and tornado risk, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be entitled to declare the entire debt due, and to institute foreclosure proceedings.

And it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purpose of taxing any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

And in case proceedings for foreclosure shall be instituted, the mortgagor agrees to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agrees that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said mortgagor, does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS our hand and seal this 29th day of August in the year of our Lord one thousand, nine hundred and fifty eight and of the United States of America, eighth year of the Independence

Signed, sealed and delivered in the Presence of: R. R. Sansbury (L.S.)

The State of South Carolina, Greenville County PROBATE

PERSONALLY appeared before me Samuel P. Gaines and made oath that he saw the within named Everett L. Fulmer & Christine L. Fulmer sign, seal and as their act and deed deliver the within written deed, and that he with R. R. Sansbury witnessed the execution thereof.

Sworn to before me, this 29th day of August 19 58 of August 19 58 (L.S.) Notary Public for South Carolina

The State of South Carolina, Greenville County RENUNCIATION OF DOWER

I, Samuel P. Gaines, a Notary Public, do hereby certify unto all whom it may concern that Mrs. Christine L. Fulmer the wife of the within named Everett L. Fulmer did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named The South Carolina National Bank of Charleston, Greenville, S. C. its, heirs, successors and assigns,

all her interest and estate and also her right and claim of Dower, in, or to all and singular the Premises within mentioned and released. Given under my hand and seal, this 29th day of August A. D. 19 58 (L.S.) Notary Public for South Carolina

Recorded August 29, 1958 at 4:35 P. M. #5743