

MORTGAGE OF REAL ESTATE—Office of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

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

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED  
OCT 20 3 45 PM '77  
ELIZABETH RIDDLE  
R.M.C.

WHEREAS, JOHN L. FULMER, JR. AND CYNTHIA G. FULMER,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN L. FULMER, SR.

(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 Twenty-Three Thousand Dollars (\$23,000.00), due and payable at the rate of One Hundred Fifty Dollars (\$150.00) per month, commencing December 1, 1972, with no interest until December 1, 1977. Beginning December 1, 1977, interest on the balance at the rate of Four & one-half (4-1/2%) percent, with monthly payments continuing at One Hundred Fifty Dollars (\$150.00) per month. Payments to be applied first to interest and balance to principal with payment of balance on loan after December 1, 1977, extending a maximum of ten (10) years or until December 1, 1987. Mortgagors may at any time exceed the monthly payment of \$150.00 and receive credit on the unpaid balance and mortgagors may pay off the unpaid balance at any time.

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, its 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, Paris Mountain Township, lying on the southeasterly side of Elkhorn Drive shown as Lot 43 on a plat of Mountain Shadows, recorded in Plat Book 4-N, page 7 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Elkhorn Drive at the joint front corners of Lots 43 and 44 and running thence with the common line of said lots S. 41-0 E. 130 feet to an iron pin; thence N. 69-11 E. 116 feet to an iron pin; thence N. 24-16 W. 20 feet to an iron pin; thence N. 41-0 W. 150 feet to an iron pin on the southeasterly side of Elkhorn Drive at the joint front corners of Lots 42 and 43; thence with the southeasterly side of said Drive S. 49-0 W. 115 feet to an iron pin, the point of beginning.

It is understood and agreed by mortgagors as part of the consideration of this mortgage loan that should mortgagors be transferred, they shall sell the above described property in order to pay off and satisfy this mortgage or grant such legal authority to do the same unto the mortgagee, John L. Fulmer, Sr., 62 Clarendon Avenue, Avondale Estates, Georgia by power of attorney or any other legal means.

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 such 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 it 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.