

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

SECOND MORTGAGE  
MORTGAGE OF REAL ESTATE

BOOK 1415 PAGE 776

12 32 PM '77  
DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.M.C.

WHEREAS, B. J. FULLER AND FRIEDA S. FULLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST CITIZENS BANK AND TRUST COMPANY

(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 THOUSAND SIX HUNDRED THIRTY TWO AND 80/100ths Dollars (\$20,632.80) due and payable in sixty monthly installments of Three Hundred Forty-Three and 88/100ths Dollars (\$343.88) per month beginning one month from the signing of this mortgage pursuant to a note executed by and between the parties on November 15, 1977. Prepayment of said note is to be governed by the Rule of 78's.

with interest thereon from date at the rate of 10% per centum per annum, to be paid:

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:

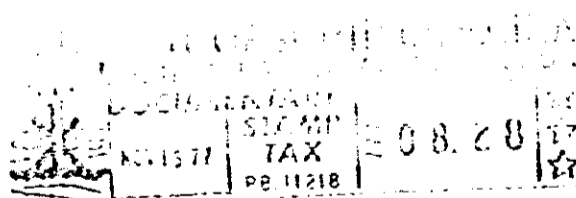
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, located in Ward 2, on Pettigru Street, and being known and designated as Lot No. 3 of Block 14 of Boyce Addition to the City of Greenville, and has, according to said plat, the following metes and bounds, to wit:

BEGINNING at the joint front corner of Lots 2 and 3 on the southern side of Pettigru Street and running thence S. 15 E. 196 feet along Lot 2 to an iron pin on the line of Lot No. 5; thence running north 76-45 E. 66 feet 8 inches to an iron pin, corner of Lots Nos. 3, 4, and 5; thence running N. 15 W. 196 feet along Lot No. 4 to an iron pin on Pettigru Street; thence running along Pettigru Street S. 76-45 W. 66 feet 8 inches to the point of BEGINNING.

This being the same property conveyed to Mortgagor by Deed of Heritage Development Corporation recorded in Deed Book 1037 at page 699, and located in Block Book 500-47-5-16, deed recorded June 9, 1976.

This conveyance is subject to all restrictions, set back lines, roadways, easements and right-of-way, if any, affecting the above described property.

This mortgage is subordinate to the mortgage of First Federal Savings and Loan Association recorded in Mortgage Book 1217, at Page 10, in the principal amount of Twenty-Seven Thousand Dollars (\$27,000.00).



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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

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