

THIRD  
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM E. CARY AND SANDRA L. CARY

(hereinafter referred to as Mortgagor) is well and truly indebted unto B. J. FULLER AND FRIEDA S. FULLER

(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 **Eleven Thousand Nine Hundred Forty One and**

**61/100ths Dollars** ----- Dollars (\$ 11,941.61) due and payable

on September 26, 1978, with no interest being assessed thereon unless the entire balance is not paid by September 26, 1978. In that event the Mortgagors shall pay interest at the rate of Nine and one half (9-1/2%) interest per annum until paid in full.

XX

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:

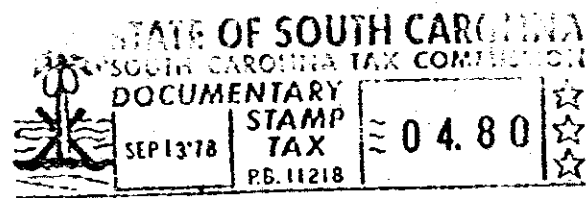
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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,, being shown as Lot 2, Block 14 on a plat of Boyce Lawn Addition, recorded in the RMC Office for Greenville, South Carolina, in Plat Book "A" at page 179, and having, according to a survey dated May 28, 1970, made by C. O. Riddle, Reg.L.S., the following metes and bounds, to wit:

BEGINNING at an iron pin on the south side of Pettigru Street at a point 71.67 feet east of Boyce Avenue at the front corner of Lots 1 and 2, Block 14, and running thence S. 14-46 E. 194.4 feet along the common line of Lots 1 and 2 to an iron pin; thence N. 76-45 E. 66.67 feet to an iron pin; thence N? 14-46 W. 194.4 feet to an iron pin on the southern side of Pettigru Street; thence with said street S. 76-45 W. 66.67 feet to the point of beginning.

This being the same property conveyed to the mortgagees (B. J. Fuller and Frieda S. Fuller) by deed of Joseph D. Germino and Dorothy R. Germino, dated April 5, 1972, recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 940 at page 179.

GC10 --- 1 SEP 13 78 1257



Together with all and singular rights, members, herditaments, 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.

2.5001

4328 RV-2