

\* RE-RECORDED \*

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

SECOND

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1449 PAGE 235  
BOOK 1453 PAGE 610

WHEREAS, B. J. Fuller and Frieda S. Fuller,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

First Citizens Bank & 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

Forty Thousand and NO/100ths - - - - - Dollars (\$ 40,000.00 ) due and payable  
one hundred twenty (120) days from date

with interest thereon from date at the rate of 8.89% per centum per annum, to be paid:  
at maturity.

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, in Ward 2, City of Greenville, State of South Carolina, 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, by J. T. Lawrence dated October, 1907, and recorded in Plat Book A, Page 179, 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 in 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 unto B. J. Fuller and Frieda S. Fuller by deed of Heritage Development Corporation, dated June 9, 1976, recorded June 9, 1976, in Deed Book 1037, Page 699, in the RMC Office for Greenville County, South Carolina.

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

RE-RECORD: The borrower desires and intends to secure any and all of said existing indebtedness and future advances and indebtedness by granting to Lender a Mortgage on the real property hereinafter described, which Mortgage shall be security for all obligations of the Borrower to Lender in the total principal amount of Fifty Thousand Five Hundred (\$50,500.00) Dollars.

\*\*See Probate below.

IN THE PRESENCE OF:

*[Signature]*  
B. J. FULLER  
*[Signature]*  
FRIEDA S. FULLER

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 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 who may lawfully claim the same or any part thereof.

STATE OF SOUTH CAROLINA ) SWORN to before me this 12 day of Dec, 19 78  
COUNTY OF GREENVILLE ) PROBATE Personally appeared the above signed witness and made seal and as their act and deed deliver the written mortgage and that (s) he saw the within named mortgagors sign above named witnesses the execution thereof. *[Signature]* (SEAL)  
My commission expires 2/22/83

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