

STATE OF SOUTH CAROLINA } 28 13 25 1978
COUNTY OF GREENVILLE }
DO NOT SIGN UNLESS
NAME

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **E. EDWARD BIRD and MARY ELIZABETH BIRD**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **JOE B. FULMER**

(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

Five Thousand and No/100----- Dollars (\$ **5,000.00**) due and payable

\$1,000.00 on the 29th day of April, 1978 plus interest due and \$1,000.00 plus interest due on the 29th day of April each year thereafter until paid in full,

with interest thereon from **date** at the rate of **Nine(9)** per centum per annum, to be paid: **annually**

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, the Mortgagee's heirs, 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, being known and designated as Lot No. 83 as shown on plat of University Park Subdivision, recorded in Plat Book P at page 127 in the RMC Office for Greenville County, S. C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Bradley Blvd., the joint front corner of Lots Nos. 83 and 84; thence continuing with the joint line of said lots, N. 37-34 W. 197.7 feet to an iron pin on the south side of Brookside Circle; thence along the southern side of Brookside Circle, N. 57-38 E. 75.3 feet to an iron pin; thence along the joint lines of Lots Nos. 83 and 82, S. 37-34 E. 190.7 feet to an iron pin on the northern side of Bradley Blvd., the joint front corner of Lots Nos. 83 and 82; thence along the northern side of Bradley Blvd., S. 52-26 W. 75 feet to an iron pin, the point of beginning.

This is the same property conveyed to mortgagors by William S. H. Piper by deed dated July 22, 1976 and recorded in the RMC Office for Greenville, S. C., on July 22, 1976 in deed volume 1040 at page 45.

This mortgage is junior in lien to that certain mortgage held by the mortgagee herein which was duly recorded in the RMC Office for Greenville County on July 22, 1976 in mortgage volume 1373 at page 423.

RECORDED
JUL 25 1978
RMC OFFICE
GREENVILLE, S.C.
\$ 02.00

Joe B. Fulmer
9 West Montclair Avenue
Greenville, S. C., 29609

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 whomsoever lawfully claiming the same or any part thereof.

4328 RV-23