

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, E. EDWARD BIRD and MARY G. BIRD

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

JOSEPH B. FULMER
9 West Montclair
Greenville, South Carolina 29609

(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

47 consecutive monthly payments beginning on September 1, 1984, each to be in the amount of \$617.84 and 1 payment due on August 1, 1988 in the amount of \$567.34

with interest thereon from date at the rate of 13% per centum per annum, to be paid: August 1, 1988

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, lying on the eastern side of Batesview Drive and the southern side of Midland Street, being shown and designated as Lot 34, Block C, on a plat of the Property of Mrs. Corinne Bates, by Pickell & Pickell Engineers, May 1946, recorded in the RMC Office for Greenville County in Plat Book S Page 183, and according to said plat, having the following courses and distances, to-wit:

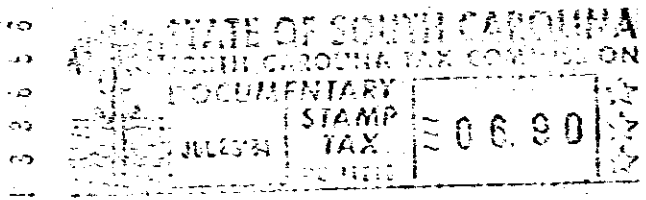
BEGINNING at an iron pin at the southeast corner of Batesview Drive and Midland Street, and running thence along the south side of Midland Street; N. 69-30 E. 280.3 feet to an iron pin; thence S. 31-00 E 82 feet to an iron pin at the joint rear corner of Lots 34 and 35; thence with the common line of said lots, S. 56-50 W. 283 feet to an iron pin on the east side of Batesview Drive, N. 33-01 W. 50 feet to an iron pin; thence continuing with Batesview Drive, N. 26-08 W. 95 feet to an iron pin, the beginning corner.

This is the same property conveyed to the Grantors herein by the Deed of Genevieve H. Rausch, said Deed being recorded in the RMC Office for Greenville County in Deed Book 900, Page 469, recorded on October 16, 1970.

This is a second mortgage, junior to that certain note and mortgage given to First Federal Savings and Loan Association as recorded in the RMC Office for Greenville County in Mortgage Book 1169 at Page 541, recorded on October 16, 1970.

Property Address
152 Batesview Drive
Greenville, SC 29607

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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.

