

AFFIDAVIT FILED

RECORDING FEE PAID \$ 2.00



BOOK 1265 PAGE 337

REAL ESTATE MORTGAGE

STATE OF SOUTH CAROLINA } COUNTY OF Greenville } ss.

This Mortgage, made this 18th day of January 1973, by and between Coleman A. Hayes and Ola G. Hayes hereinafter referred to as Mortgagors, and Dial Finance Company of Greenville hereinafter referred to as Mortgagee, witnesseth:

Whereas, Mortgagors are indebted on their promissory note of even date in the sum of \$5640.00 payable to Mortgagee and evidencing a loan made to Mortgagors by Mortgagee, which said note is payable in monthly installments, and according to the terms thereof payment in advance may be made in any amount at any time, and default in making any monthly payment shall, at the option of the holder of said note, and without notice or demand, render the entire sum remaining unpaid on said note at once due and payable.

NOW KNOW ALL MEN, that in consideration of said loan and to further secure the payment of said Note and also in consideration of three dollars (\$3) to the Mortgagors in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, the Mortgagors hereby grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real estate, situated in the County of Greenville and State of South Carolina, to-wit: All that certain parcel or lot of land situated on the west side of State Highway No. 14, near Pleasant Grove Baptist Church, about two miles southwestward from the City of Greer, in Chick Springs Township, Greenville County, State of South Carolina, being Lot No. 3 of the property of Moss O. and Zobia Black, plat thereof recorded in Plat Book FF, page 18, RMC office for Greenville County, and having a frontage of 99.6 feet on State Highway No. 14, with a depth of 157.8 feet on the north side, a rear line of 95.8 feet, and a depth of 132 feet on the south side.

To have and to hold, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, unto said Mortgagee, provided always, and this instrument is made, executed, sealed and delivered upon the express condition that if the said Mortgagors shall pay in full to the said Mortgagee the above-described Note according to the terms thereof, then this Mortgage shall cease, determine and be void, otherwise it shall remain in full force and virtue. Upon default in making any payment of said Note when the payment becomes due, then the entire sum remaining unpaid on said Note shall be due and payable by the exercise of the option of acceleration above described, and this Mortgage may be foreclosed as provided by law for the purpose of satisfying and paying the entire indebtedness secured hereby.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all encumbrances except as otherwise noted, and will warrant and defend the same against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its rights to do so thereafter. Whenever the context so requires, plural words shall be construed in the singular.

Signed, sealed and delivered in the presence of:

J. D. Carson (Witness) A. F. Frazier (Witness)

X Coleman A. Hayes (Seal) X Ola G. Hayes (Seal) (IF MARRIED, BOTH HUSBAND AND WIFE MUST SIGN)

STATE OF SOUTH CAROLINA } COUNTY OF Greenville } ss.

Personally appeared before me the undersigned witness and being duly sworn by me, made oath that he saw the above-named mortgagor(s) sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he, with the other witness subscribed above, witnessed the due execution thereof.

Sworn to before me this 18th day of January, A. D., 1973. This instrument prepared by Mortgagee named above. COMMISSION EXPIRES DECEMBER 16, 1979

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA } COUNTY OF Greenville } ss.

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife of the above named Mortgagor, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the above named Mortgagee, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises above described and released.

Given under my hand and seal this 18th day of January 1973

Ola G. Hayes (Seal) COMMISSION EXPIRES DECEMBER 16, 1979

Recorded January 31, 1973 at 1:00 P. M., # 21517 848 K71 BC

Account No 94858