

20 East 10th Street
Greenville, S.C.

R.M.C.
FILED
REAL ESTATE MORTGAGE
FEB 20 1979

BOOK 1457 PAGE 913

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

7 8 9 10 11 12 13 14 15

This Mortgage made this 12th day of February 1979 by and between Donald W. McCarter and Billie McCarter hereinafter referred to as Mortgages, and Dial Finance Company of South Carolina hereinafter referred to as Mortgagee, witnessed:

Whereas Mortgages are indebted on their promissory note of even date in the sum of \$ 25,314.00 payable to Mortgagee and evidencing a loan made to Mortgages 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 unless required by law, 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 also in consideration of three dollars (\$3) to the Mortgagee in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, the Mortgages 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 piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a survey for L. A. Jones prepared March 18, 1967, revised March 29, 1968 by Carolina Engineering & Surveying Company, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING AT a point in the center of Taylors Road at the corner of a 3 acre tract conveyed to Jo Ann S. Prince, and running thence with the center of said Taylors Road, N. 40-42 W. 50 feet to a point; thence continuing with the center of said Taylors Road, N. 47-43 W. 210 feet to a point; and running thence along the line of property heretofore conveyed by L. A. Jones to Donald W. McCarter, N. 55-57 E. 715 feet to the branch which is the property line; running thence with the traverse line (cont)

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 Mortgages shall pay in full to the said Mortgagee the above described Note according to the terms thereof, and all other sums secured hereby, 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.

This mortgage is given to secure the payment of the above described note, as well as all other sums and future advances which may hereafter be owing to Mortgagee by Mortgages hereunder evidenced. It is understood and agreed that the Mortgagee may from time to time make loans and advances to Mortgages, all of which will be secured by this mortgage, provided however that the total amount of existing indebtedness and future advances outstanding at any one time may not exceed the maximum principal amount of \$75,000 plus interest thereon, attorney fees and court costs.

The Mortgages covenant that they lawfully 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 hereafter. Wherever the context so requires plural words shall be construed as the singular.

Signed, sealed and delivered in the presence of

James L. Rutledge
James L. Rutledge

Donald W. McCarter
Donald W. McCarter
Billie McCarter
Billie McCarter

Seal Here

Seal Here

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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

Given in before me this 12th day of February 1979

This instrument prepared by Mortgagee sealed here

Richard W. White
Richard W. White

RENUNCIATION OF DOW

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife of the above named Mortgagee, 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, receive, 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 12th day of February 1979

Billie McCarter
Billie McCarter (Seal)
Richard W. White
Richard W. White (Seal)