

FILED

APR 29 1976

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RECEIVED & INDEXED

REAL ESTATE MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville { ss

This Mortgage, made this 23rd day of April 1976, by and between Evelyn L. McKinney hereinabove referred to as Mortgagor, and Dual Finance Company of South Carolina, hereinabove referred to as Mortgagor, witnesseth

Whereas, Mortgagors are indebted on their promissory note of even date in the sum of \$10,260.00 payable to Mortgagor and evidencing a loan made to Mortgagors by Mortgagor, which said note is payable in monthly installments and according to the terms thereof payment in full to be made at 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 Mortgagor in hand, well and truly paid by Mortgagor 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 Mortgagor its successors and assigns, the following described real estate, situated in the County of Greenville, State of South Carolina, to wit: Beginning at an iron pin on the Northern side of South Carolina Highway 291 as shown on the plat, and running thence N. 8-07 W. 150 feet to an iron #8 pin; thence along the line of lot No. 2 S. 9-07 E. 150 feet to an iron pin on the northern side of South Carolina Highway 291; thence N. 81-53 E. 85 feet along the said Highway to the beginning corner.

To have and to hold with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging unto said Mortgagor, provided always, that this instrument is made, executed sealed and delivered upon the express condition that if the said Mortgagor shall pay in full to the said Mortgagor 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 for the exercise of the option of acceleration above described, and this Mortgage may be foreclosed as provided by law for the purpose of collecting and paying the entire indebtedness secured hereby.

The Mortgagors covenant that they exclusively possess and own, and prospects free and clear of all encumbrances except as otherwise noted, and will warrant and defend the same against all persons except the Mortgagor. Any failure of the Mortgagor 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 as the singular.

Signed and delivered in the presence of:

SL Carson
Layne Marshall

Evelyn L. McKinney

Sign Here
Seal
Sign Here

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 thereto, witnessed the due execution thereof.

SL Carson
Pickard W. Tollett

NOTARY PUBLIC FOR SOUTH CAROLINA

Sworn to before me this 23rd day of April 1976

This instrument prepared by Mortgagor named above

Account No. 5270555

RENUNCIATION OF DOWER

NOT APPLICABLE

STATE OF SOUTH CAROLINA { 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 constraint, dread or fear of any person or persons whomsoever, do, or to all and singular the premises above described and released,

(If married, state first wife)

Gave under my hand and seal this day of April 1976

(Seal)

NOTARY PUBLIC FOR SOUTH CAROLINA

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