206. Coffee St.
Greenville S.C. 29601

FILED
OCT 26 1977
DONNIE S. TANKERSLEY
R.M.C.

REAL ESTATE MORTGAGE

BOOK 1413 PAGE 956

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

This Mortgage, made this 20th day of September, 1977, by and between Wilton L. Fowler, hereinafter referred to as Mortgagors, and Dial Finance Company of South Carolina, hereinafter referred to as Mortgagee, witnesseth:

Whereas, Mortgagors are indebted on their promissory note of even date in the sum of $ 4939.30, 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 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 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:

Property located at 16 3rd Ave. Conestee, S.C.: ALL that piece,parcel or lot of land in Gantt Township, Greenville County, State of S. C., as shown by plat of R. E. Dalton dated December, 1943,and recorded in Plat Book K at page 276, and having the following metes and bounds: BEGINNING at the S corner of the intersection of Third Avenue and Fifth Street and running thence with Fifth Street, S 42-40 W.96'; thence with the line of Lot 91,S 46-20 E 150'; thence with the line of Lot 93, N 44-40 E 104' to Third Avenue; thence with Third Avenue, N 49-25 W 150' to the beginning. This is the same property conveyed to the Grantee and Grantor herein by deed of Jeanette C. Tucker dated 12-22-70 and recorded in the RMC Office for Greenville County in Deed Book 907, Page 176.

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, 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 Mortgagors however evidenced. It is understood and agreed that the Mortgagee may from time to time make loans and advances to Mortgagors, 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, attorneys' fees, and court costs.

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:

Ray Hambrell (WITNESS)

Wilton L. Fowler (Seal) Sign Here
(IF MARRIED, BOTH HUSBAND AND WIFE MUST SIGN)

J. C. Cason (WITNESS)

(Seal) Sign Here
(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.

Ray Hambrell (WITNESS)

Sworn to before me this 20th day of September, A. D., 19 77.

Richard W. White
NOTARY PUBLIC FOR SOUTH CAROLINA

This instrument prepared by Mortgagee named above

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA
COUNTY OF _____ } SS.

NOT APPLICABLE

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
OCT 26 '77
P.B. 11218
02.00

Account No.

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.

(IF MARRIED, WIFE MUST SIGN)

Given under my hand and seal this _____ day of _____, 19____.

(Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA

942 J76 SC

RECORDED OCT 26 1977 At 2:00 P.M. 12950

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