

RECORDING FEE PAID \$ 1.00

JAN 5 1970 15050

FILED JAN 5 1970

BOOK 1145 PAGE 395

MORTGAGE IS COMPANY CHECKED BELOW (South Carolina)

<input type="checkbox"/> Dial Finance Company of Columbia 3101-A HAMPTON ST. COLUMBIA, S.C. DIAL 286-3380	<input type="checkbox"/> Dial Finance Company of Charleston 482 KING ST. CHARLESTON, S.C. DIAL 792-2113	<input checked="" type="checkbox"/> Dial Finance Company of Greenville 80 E. COFFEE ST. GREENVILLE, S.C. DIAL 873-4201
<input type="checkbox"/> Dial Finance Company of Anderson, Inc. 400 E. MAIN ST. ANDERSON, S.C. DIAL 258-6086	<input type="checkbox"/> Dial Finance Company of Spartanburg 134 W. MAIN ST. SPARTANBURG, S.C. DIAL 588-2825	

DATE OF NOTE AND THIS MORTGAGE: 12/18/69
MONTHLY PAYMENT: 82.00
FIRST PAYMENT DUE DATE: 1/18/70
OTHER DATE DAY OF EACH MONTH: NONE

FINAL PAYMENT DUE DATE: 12/18/72
AMOUNT OF NOTE PAYABLE: 2952.00
NUMBER OF MONTHLY PAYMENTS: 76

PROPERTY: Household Goods, Real Estate, 65 Chevy

MORTGAGORS: (NAME AND ADDRESS)
Harold K. & Peggy Gaines
224 Carolina Ave.
Greenville, S. C. 29607

REAL ESTATE MORTGAGE

1. Amount of Note		\$2952.00
2. Initial Charge		48.00
3. Finance Charge		504.00
4. Original Dollar Charge For Loan	(Minus)	552.00
5. Principal Amount of Loan Less Initial and Finance Charges		2400.00
6. Due Lender on Former Obligation		1641.24
7. Customer		399.92
8.		
9.		
10.		
11. Documentary Stamps		1.20
12. Cost of Credit Life Insurance		88.56
13. Cost of Credit Accident and Health Insurance		88.56
14. Cost of Single Interest Household Goods Insurance		177.12
15. Filing, Recording and Releasing Fees		3.50
16. Total of Lines 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15.	(Minus)	2400.00
17. Cash Received and Retained by Borrower		0

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } SS.

WHEREAS, the Mortgages above named are indebted on their Promissory Note above described, payable to the order of the Mortgagee and evidencing a loan made by said Mortgagee, in the Amount of Note stated above, which said Note is payable to monthly installments and according to the terms thereof, and on which Note 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 this 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 Mortgagees 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 lot of Land in the city & county of Greenville, State of South Carolina known as lot No. 5, Block K, Section 5 on plat of East Highlands Estates recorded in the R.M.C. office for Greenville County in plat book K at pages 79 & 80 and having the following metes and bounds, to wit beginning at an iron pin on the northern side of Carolina Avenue at the corner of Lot No. 4 which iron pin is situate southwest 335 feet from the intersection of Amber Drive (Fairview Drive) and running thence along said avenue S67-42 W. 100 feet to an iron pin; thence N 17-39 W 181.4 feet to an iron pin on the southern side of a 5 foot strip reserved for utilities; thence along the southern side of said strip, N 73-00 E 35 feet to an iron pin; thence S 38-10 E 184 1/8 feet to the point of beginning and being same conveyed to me in Deed Book 395 at page 25.

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.

Witness my hand and the seal of the County of Greenville, South Carolina, this 18th day of December, 1969.

Shirley Cason (Notary Public for South Carolina)
Audrey Meserovich (Witness)

Harold K. Gaines (Seal) (Husband)
Peggy Gaines (Seal) (Wife)

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 mortgagors 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 December, 1969, A. D., in 69.

This instrument prepared by Mortgagee named above

Shirley Cason (Notary Public for South Carolina)
Audrey Meserovich (Witness)

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 whatsoever, 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 December, 1969.

Peggy Gaines (Seal)

NOTARY PUBLIC FOR SOUTH CAROLINA
My Comm. Expires January 1, 1974

35 CERTIFIED \$1.20 IN DOC. STAMPS
HAVE BEEN AFFIXED TO THE NOTE ACCOMPANYING THIS MORTGAGE

Recorded Jan. 5, 1970 at 1:00 P. M., #15050.