

NORWEST FINANCIAL SOUTH CAROLINA INC.  
PO BOX 2027  
12th Floor Bankers Trust Plaza  
Greenville SC 29602

REAL ESTATE MORTGAGE

\$ 3650.35 AMOUNT FINANCED

STATE OF SOUTH CAROLINA )  
  ) SS.  
COUNTY OF Greenville )

This Mortgage, made this 23 day of August, 19 84, by and between Shelby J. Timms and Virgil F. Timms hereinafter referred to as Mortgagors, and Norwest Financial South Carolina, Inc., hereinafter referred to as Mortgagee, witnesseth:

Whereas Mortgagors, to secure payment of a certain loan made to Mortgagors by Mortgagee, which said loan includes the Amount Financed shown above plus interest and as evidenced by a note of even date payable to Mortgagee, Norwest Financial South Carolina, Inc., and which 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: **ALL that certain piece, parcel or**

lot of land, lying, situate and being in the State of South Carolina, County of Greenville, Cleveland Township, located on Duckworth Road, and being known and designated as a portion of lot No. 45 on plat of W. A. Hester, dated April 21, 1926, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book G, at Page 89, and having according to said plat, the following metes and bounds, to-wit;

BEGINNING at a point on Duckworth Road at the joint corner of Lot Number 45 and 5, and running thence along Duckworth Road for 70 feet to the joint front corner of Lots Nos. 45 and 44; thence turning and running along the joint line of Lot No. 44 for 165 feet to an unnamed stream; thence following the meanders of the stream for a straight line distance for 70 feet; thence turning

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 Mortgagors 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:

Ernest L. Sapp \_\_\_\_\_  
  ) WITNESS  
Lay Woodard \_\_\_\_\_  
  ) WITNESS

Shelby J. Timms Seal Here  
IF MARRIED, BOTH HUSBAND AND WIFE MUST SIGN  
Virgil F. Timms Seal Here  
IF MARRIED, BOTH HUSBAND AND WIFE MUST SIGN

STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

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.

AUG 27 1984

Sworn to before me this 23 day of August, A.D. 19 84

Ernest L. Sapp WITNESS  
Janah M. Snalicky  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Comm. exp. 8-12-92

This instrument prepared by Mortgagee named above

RENUNCIATION OF DOWER

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 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.

Account No. 4000

Given under my hand and seal this 23 day of August, 19 84

Shelby J. Timms  
IF MARRIED, WIFE MUST SIGN  
Janah M. Snalicky Seal  
NOTARY PUBLIC FOR SOUTH CAROLINA  
8-12-92

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