

FILED
OCT 2 1970
Mrs. G. ...
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OCT 2 1970
8067

BOOK 1168 PAGE 260

MORTGAGEE IS COMPANY CHECKED BELOW. (South Carolina)

<input type="checkbox"/> Dial Finance Company of Columbia 5101-A HAMPTON ST. COLUMBIA, S.C. DIAL 226-2356	<input type="checkbox"/> Dial Finance Company of Charleston 222 KING ST. CHARLESTON, S.C. DIAL 722-2727	<input checked="" type="checkbox"/> Dial Finance Company of Greenville 20 E. COFFEE ST. GREENVILLE, S.C. DIAL 232-4301
<input type="checkbox"/> Dial Finance Company of Anderson, Inc. 400 S. MAIN ST. ANDERSON, S.C. DIAL 328-8088	<input type="checkbox"/> Dial Finance Company of Spartanburg, Inc. 124 W. MAIN ST. SPARTANBURG, S.C. DIAL 888-8242	

DATE OF NOTE AND THIS MORTGAGE	MONTHLY PAYMENT	FIRST PAYMENT DUE DATE	OTHERS SAME DAY OF EACH MONTH
9-22-70	62.00	10-22-70	
FINAL PAYMENT DUE DATE	AMOUNT OF NOTE PAYABLE IN MONTHLY PAYMENTS	NATURE OF SECURITY	
9-22-73	36	Household Goods Real Estate	

MORTGAGORS (NAMES AND ADDRESS):

Garnett L. and Hassie Simmons
14 Power St.
Greenville, S. C. 29611

REAL ESTATE MORTGAGE

1. Amount of Note		\$ 2232.00
2. Initial Charge	\$ 88.57	
3. Finance Charge	\$ 372.00	
4. Original Dollar Charge For Loan	(Minus)	\$ 460.57
5. Principal Amount of Loan Less Initial and Finance Charges		\$ 1771.43
6. Due Lender on Former Obligation		\$
PAID BY	7. Sears	\$ 380.58
CHECK TO	8. Fairlane Finance Co.	\$ 497.75
	9. Termplan	\$ 68.00
	10. Customer	\$ 553.34
11. Documentary Stamps		\$ 92
12. Cost of Credit Life Insurance		\$ 66.96
13. Cost of Credit Accident and Health Insurance		\$ 66.96
14. Cost of Single Interest Household Goods Insurance		\$ 133.92
15. Filing, Recording and Releasing Fees		\$ 3.00
16. Total of Lines 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15.	(Minus)	\$ 1771.43
17. Cash Received and Retained by Borrower		\$ 0

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } SS.

WHEREAS, the Mortgagors 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 in 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 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 piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the South side of Power Street, being known and designated as the Northern part of Lot No. 47, as shown on plat of Junction Heights, which is recorded in the R.M.C. office for Greenville County in Plat Book C, Page 106 and having the following Metes and bounds, to-wit: BEGINNING at an iron pin on the South side of Power Street at the Northeast corner of Lot No. 46 and running thence along line of said Lot 46, S. 37-06 E. 150 feet to an iron pin at rear corner of Lot No. 33; thence, N. 62-30 E. 50 feet to an iron pin in line of lot No. 48; thence along line of Lot 48, N. 37-06 W. 150 feet to an iron pine on the South side of Power Street, thence along the South side of Power Street S. 62-30 W. 50 feet 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 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.

Signed, sealed and delivered in the presence of:

Shirley Carson
WITNESS
Maudie J. D. Bell
WITNESS

X *Garnett L. Simmons* (Seal) Sign Here
(IF MARRIED, BOTH HUSBAND AND WIFE MUST SIGN)
X *Hassie Simmons* (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.

Sworn to before me this 22nd day of September, A. D., 1970
This instrument prepared by Mortgagee named above MY COMMISSION EXPIRES DECEMBER 16, 1979

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 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.

Given under my hand and seal this 22nd day of September, 1970
Hassie Simmons (Seal)
MY COMMISSION EXPIRES DECEMBER 16, 1979

THIS CERTIFICATE IS TO BE AFFIXED TO THE NOTE ACCOMPANYING THIS MORTGAGE

Recorded Oct. 2, 1970 at 3:00 P. M., #8067.

Account No 92775