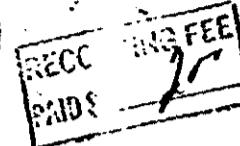


5:00 P.M.

BOOK 1287 PAGE 469



REAL ESTATE MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville { ss.

This Mortgage, made this 16th day of July, 1973, by and between Garnett L. Simmons & Hassie Simmons
hereinafter referred to as Mortgagors, and Dial Finance Company of Greenville, S. C. hereinafter referred to as Mortgagor, witnessed:

Whereas, Mortgagors are indebted on their promissory note of even date in the sum of \$2232.00, 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 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 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 Mortgagors 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 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 RIC 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 Northern 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. 46; thence along the line of Lot 46, N. 37-06 W. 150 feet to an iron pin 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 Mortgagor, 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 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 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 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 in the singular.

Signed, sealed and delivered in the presence of:

S. L. Simmons
(Signature)
O. J. Faughn
(Signature)

STATE OF SOUTH CAROLINA
COUNTY OF Greenville { ss.

X Garnett L. Simmons
(Signature)
Hassie C. Simmons
(Signature)



Personally appeared before me the undersigned witness and being duly sworn by me, made oath that he saw the above-named witness(es) 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.

Sworn to before me this 16th day of July, A. D. 1973.

This instrument prepared by Mortgagor named above
MY COMMISSION EXPIRES DECEMBER 16, 1979

Account No. 952851

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, threat or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the above named Mortgagor, its successors and assigns, all her interest and right, and also all her right and claim of dower, etc., in or to all and singular the premises above described and released.

Given under my hand and seal this 16th day of July, 1973.

Hassie C. Simmons
(Signature)
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
EXPIRES DECEMBER 16, 1979

942 K71 SC Recorded August 9, 1973 at 5:00 P.M., F 4301

4328-N-2