

Documentary stamps are paid on the
actual amount financed of \$2916.63.

REAL ESTATE MORTGAGE

P.O. Box 227
Greenville, SC 29662

FILED VOL 1638 PAGE 718
CIRCUIT CLERK OF S.C.

STATE OF SOUTH CAROLINA : ss
COUNTY OF Greenville :

This Mortgage, made this 2nd day of December, 1983, by and between Willie James Lenly and Esther Derby, hereinafter referred to as Mortgagors, and Northwest Financial South Carolina, Inc., hereinbelow referred to as Mortgagee, H.M.C.

Whereas, Mortgagors are indebted on their promissory note of even date in the sum of \$1,494.00 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 defaults 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 cash and truly paid by Mortgagors 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, State of South Carolina, to wit: ALL that piece, parcel or lot of land situate, lying and being in or near Greenville, South Carolina, and being more particularly described as Lot No. 144, Section 1, as shown on plat entitled "Subdivision for Honey Hills, Branson Plant", Greenville, South Carolina, made by Dalton & Neves, Engineers, Greenville, S. C., on February 1959, and recorded in the Office of the RMC for Greenville County in Plat Book 1, at pages 56 to 59. According to said plat the within described lot is also known as No. 1 Sturtevant Street and fronts thereon 60 feet. This is the identical property the grantees received from Larkin Coggins and Ruby N. Coggins by deed dated February 24, 1975 and recorded February 25, 1975 in RMC office for Greenville.

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 after 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 Mortgagors may from time to time make loans and advances to Mortgagee, 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 \$5,000, plus interest thereon, attorney's 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. Mortgagors also covenant not to sell or transfer the real estate, or any part thereof, without Mortgagee's prior written consent and any such sale or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. Any failure of the Mortgagors to enforce any of its rights or remedies hereunder shall not be 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:

Laurie Tucker
Jarahn M. Snalcky

STATE OF SOUTH CAROLINA : ss
COUNTY OF Greenville :

I personally appeared before me the undersigned witness and being duly sworn by me, made oath that he saw the above named mortgagor sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he, with the other witness subscriber above, witnessed the due execution thereof.

Sworn to before me this 2nd day of December, 1983.

This instrument prepared by Mortgagee named above.

Exhibit # 23-65

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RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA : ss
COUNTY OF Greenville :

I, the undersigned Notary Public, do hereby certify unto all others of my 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 bias of any person or persons whomsoever, renounce, release and forever relinquish, unto the above named Mortgagor, 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 related.

Given under my hand and seal this 2nd day of December, 1983.

REC'D 103 SC

RECORDED DEC 6 1983 at 12:24 P.M.

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100-8-23-65

325 W. 21