

NOV 14 1979  
J. R. Tarkenton

BOOK 1488 PAGE 284

REAL ESTATE MORTGAGE

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

This Mortgage, made this 7th day of November 7th 1979 by and between Joseph F. L. Waters & Clara S. Waters, hereinafter referred to as Mortgages, and Dial Finance Company of South Carolina hereinafter referred to as Mortgagee, witnesseth:

Whereas, Mortgages are indebted on their promissory note of even date in the sum of \$ 3939.09 payable to Mortgagee and encumbering a loan made to Mortgages 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 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 Mortgages in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, the Mortgages 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, situate lying and being in the State of South Carolina, County of Greenville, on the Southwestern side of Collison Road, being known and designated as Lot No. 77 as shown on a Plat of Sylvan Hills, made by Piedmont Engineering Service dated June, 1948, and recorded in the R.M.C. Office for Greenville County in Plat Book S, at Page 103 and having, according to said Plat, the following metes and bounds, to wit:

BEGINNING at a point on the Southwestern side of Collinson Road, at the joint front corner of Lots Nos. 76 and 77; thence with the common line of said Lots S. 49-37 W 128.8 feet to an iron pin; thence running N 49-41 W. 90.0 feet to an iron pin at the joint rear corner of Lots 77 and

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 Mortgages 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 Mortgages 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 hereafter. Whenever the context so requires, plural words shall be construed in the singular.

Signed, sealed and delivered in the presence of:

James B. Rutledge  
Shirley Easton

Joseph F. L. Waters  
Clara S. Waters

(Seal) Sign Here

(Seal) Sign Here

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 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.

James B. Rutledge  
Richard W. White

Witness to before me this 7th day of November 1979

This instrument prepared by Mortgagee named above

RENUNCIATION OF DOWE:

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 Mortgages, 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 Mortgages, 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.

Clara S. Waters  
Richard W. White (Seal)

Given under my hand and seal this 7th day of November 1979

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