

to best coffee shop
at Greenville, S.C.

DONNIE'S TANKERSLEY
R.M.C.
FILED
REAL ESTATE MORTGAGE
FEB 20 1979

BOOK 1457 PAGE 909

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STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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This Mortgage, made this 12th day of February, 1979, by and between Donald W. McCarter and Billie McCarter 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 \$25,314.00, payable to Mortgagee and existing 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 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 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 South Carolina 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 as is more fully shown on a plat entitled "Survey for L. A. Jones" prepared March 16, 1967 by Carolina Engineering & Surveying Company, containing 10.7 acres, more or less, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at a point in the center of Taylors Road at the corner of a tract containing 8.7 acres, more or less, and running thence along the joint line between the 10.7 acre tract and the 8.7 acre tract, N. 55-57 E. 665 feet to an iron pin located 50 feet from a branch which is the property line; and running thence along said branch, the traverse lines of which are 14-50 E. 160 feet and N. 4-04 E. 143 feet, to an iron pin at the corner of the 10.7 acre tract and a (cont)

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, 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 Mortgages hereunder evidenced. It is understood and agreed that the Mortgages 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 \$75,000, plus interest thereon, attorneys' fees and court costs.

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 Mortgages 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 P. Rutledge
Notary Public

Donald W. McCarter
Billie McCarter

(Seal) Sign Here
(Seal) Sign Here

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

I, the undersigned, being the undersigned witness and being duly sworn, do hereby certify that I saw the above named mortgagors sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned and that I, with the other witness subscribed above, witnessed the due execution thereof.

Sealed to before me this 12th day of February, 1979

James P. Rutledge
Notary Public

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 Mortgagee, did this day appear before me, and upon being personally and separately examined by me, did declare that she does freely, voluntarily and without any coercion, 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 present 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 12th day of February, 1979

Billie McCarter
Richard W. Rutledge (Seal)