

1457 911
Greenville, S.C.

REGISTERED
R.M.C.
FILED
REAL ESTATE MORTGAGE
FEB 20 1979

BOOK 1457 PAGE 911

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

This Mortgage made this 12th day of February 1979, by and between W. F. Gibson and Lottie Gibson hereinafter referred to as Mortgages, and Dal Finance Company of South Carolina hereinafter referred to as Mortgagee.

Whereas, Mortgages are indebted on their promissory note of even date to the sum of \$13088.50 payable to Mortgagee and extending 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 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, with all improvements thereon, situate; lying and being in the State of South Carolina, County of Greenville, in School District 156, lying on Gettysburg Street, and being known and designated as LOT No. 17 of a subdivision known as Lincoln Court as shown on a plat thereof prepared by J. Mac Richardson, R.L.S., dated May 1955 and recorded in the R.M.C. office for Greenville County in Plat Book W at page 90, and having, according to said plat, the following metes and bounds, to wit: BEGINNING at an iron pin on the Northwestern side of Gettysburg Street, joint front corner of Lots Nos. 17 and 19, and running thence with the joint line of said Lots, N. 45-37 W. 138.6 feet to an iron pin; thence N. 44-08 E. 78 feet to an iron pin, joint rear corner of Lots 15 and 17; thence with the joint line of

To have and to hold unto all and singular the heirs, members, inheritors and assignors to the said Mortgagee, provided always, that 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 hereinafter mentioned. It is understood and agreed that the Mortgagee may from time to time make loans and advances to Mortgages, 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 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 T. Rutledge

Lottie Gibson
Sign Here
Seal Here

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Personally appeared before me the undersigned witness and being duly sworn by me made with that he was the above named mortgagee or 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.

Subscribed before me this 12th day of February A.D. 1979
Richard W. White
Notary Public for South Carolina

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 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 12th day of February 1979

Lottie Gibson
Richard W. White (Seal)
Notary Public for South Carolina