



BOOK 1366 PAGE 265

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

This Mortgage made this 23rd day of April 1976 by and between Charles E. Smith and Ruby Smith 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 \$4464.00 payable to Mortgagee and evidencing 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 at 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 \$3.00 to the Mortgages in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, Mortgagee 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, State of South Carolina, to wit: BEGINNING at an iron pin on the northern side of Kay Drive, joint front corner of Lots Nos. 83 and 84 and running thence with the common line of said Lots N. 23-00 E. 160 feet to an iron pin at the joint rear corner of Lots Nos. 83 and 84 thence with the rear line of Lot No. 83 S. 47-00 E. 70 feet to an iron pin at the joint rear corner of Lots Nos. 82 and 83 and running thence with the common line of said Lots S. 23-00 W. 160 feet to an iron pin on the northern side of Kay Drive thence with Kay Drive N. 67-00 W. 70 feet to an iron pin, the point of beginning.

To have and to hold, with all and singular the rights, members, hereditaments and appurtenances to the said premises hereunto, 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 at 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 in 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 thereafter. Whenever the context so requires, plural words shall be construed as the singular.

Signed, sealed and delivered in the presence of

Stella Case
Ray Humbert

Charles E. Smith
Ruby Smith

Sign Here
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 mortgagors, 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 execution thereof.

Stella Case
Richard W. White

Sworn to before me this 23rd day of April 1976

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 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, 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.

Ruby Smith
Richard W. White (Seal)

Given under my hand and seal this 23rd day of April 1976

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Account No. 4393756

4328 RV-2J

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