

ED-RECORDED  
REAL ESTATE MORTGAGE

Wells Fargo Financial 877  
Summerville Plaza  
Ref to: 640 Bacons Bridge Rd  
Summerville SC 29485

STATE OF SOUTH CAROLINA )  
 ) SS  
COUNTY OF DORCHESTER )

2002 DEC -3 AM 10:38

This Mortgage, made this 27 day of NOVEMBER, 2002, by and between DAVID R. POWELL & AMBER POWELL, hereinafter referred to as Mortgagors, and Wells Fargo Financial South Carolina, Inc., hereinafter referred to as Mortgagee, witnesseth:

Whereas, Mortgagors, to secure payment of a certain loan made to Mortgagors by Mortgagee, which said loan is evidenced by a note of even date payable to Mortgagee, Wells Fargo Financial South Carolina, Inc., and which note is payable with interest thereon 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 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 well and truly paid by Mortgagee 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 DORCHESTER, and State of South Carolina, to-wit:

The Description of the property is on a separate form attached to this Mortgage, which description is part of this Mortgage.

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 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 Mortgagors however evidenced. It is understood and agreed that the Mortgagee may from time to time make loans and advances to Mortgagors, 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 \$200,000, 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. Any failure of the Mortgagors to enforce any of its rights or remedies hereunder shall not be a waiver of its rights to do so thereafter. The Mortgagors understand that homestead property is in many cases protected from claims of creditors and exempt from judicial sale; and that by signing this Real Estate Mortgage, Mortgagors voluntarily give up their right to this protection for this property with respect to claims secured by this Real Estate Mortgage. Whenever the context so requires, plural words shall be construed in the singular.

Signed, sealed and delivered in the presence of:

Jay Ingram  
WITNESS  
David R. Lawson  
WITNESS

David R. Powell (SEAL) Sign Here  
(IF MARRIED, BOTH HUSBAND AND WIFE MUST SIGN)  
Amber D. Powell (SEAL) Sign Here  
(IF MARRIED, BOTH HUSBAND AND WIFE MUST SIGN)  
aka Amber Powell

STATE OF SOUTH CAROLINA )  
 ) SS  
COUNTY OF DORCHESTER )

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.

Sworn to before me this 27<sup>th</sup> day of Nov, A.D., 02.

Jay Ingram (WITNESS)  
Chanda A. Lewis 10-28-05  
NOTARY PUBLIC FOR SOUTH CAROLINA

This instrument prepared by Mortgagee named above  
WELLS FARGO FINANCIAL SC INC.

Addendum for legal description of Mortgage dated 11-27, 2002

David R. Powell & Amber Powell mortgagors.

### Schedule A

Report Number: 982847  
 Client Number: 2660  
 Customer: Powell, David R. & Amber

ALL that lot, piece or parcel of land, and the improvements on it, situated, lying and being in the Shepard's Park area of the Town of Summerville, Dorchester County, South Carolina, shown and designated as Lot 15 on the February 12, 1997, plat by John David Bass, P.L.S., entitled in part "Plat Showing Lands of James S. and Kathy S. Yarborough....," which is recorded in Plat Cabinet J at Slide 9 in the Office of the RMC of Dorchester County. The property has the location, dimensions, and butts and bounds shown on the plat.

SUBJECT to any and all restrictive covenants recorded in the RMC Office for Dorchester County; also subject to any and all other easements or rights of way heretofore granted affecting the property above described and recorded in the Office aforesaid.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

This being the same premises conveyed to David R. Powell and Amber Powell from Margaret S. Krauss and Dennis J. Sullivan, Trustees for Sullivan Family Trust, herein by deed dated 11/30/00 and recorded 12/4/00 in book 2562 at page 1.

*David R. Powell*  
*Amber Powell aka*  
*Amber Powell*

POOR ORIGINAL

STATE OF SOUTH CAROLINA  
 COUNTY OF DORCHESTER  
 Filed for record this 3rd  
 Day of Dec. 2002  
 at 10:38 a M and recorder  
 in book 3341 page 23  
 LINDA T MESSERVY  
 REGISTER OF MESNE CONVEYANCES