

FILED
MAY 19 1976
S. JAMES

MORTGAGE

BOOK 1378 PAGE 724

WHEREAS I (we) Boyce T. & Brenda K. Hyder
(hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto
Frank Hawkins Aluminum Siding Contractors (hereinafter also styled the mortgagee) in the sum of

\$ 9,140.04, payable in 84 equal installments of \$ 108.81 each, commencing on the
25th day of October 19 76 and falling due on the same of each subsequent month, as in and by the
said Note and conditions thereof, reference thereunto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, according to
the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the
said mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt where-
of is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the
said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that certain piece, parcel or lot of land situate, lying and being in the County of
Greenville, State of South Carolina, on the western side of Franklin Road and being known
and designated as Lot No. 241 on plat of property of Colonial Company recorded in the
RMC Office for Greenville County in Plat Book "J" at Page 4 and said lot also being
designated as sold on plat of property of S.L. Styles, recorded in Plat Book "K" at Page
4 and having the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Franklin Road at the corner of Lot No.
1 of the property of the said S.L. Styles and running thence N. 57-02 W. 200 feet to an
iron pin; thence S. 32-58 W. 65 feet to an iron pin; thence S. 57-02 E. 200 feet to an iron
pin on the western side of Franklin Road; thence said road N. 32-58 E. 65 feet to the
point of beginning.

This is the identical property conveyed to Boyce T. Hyder and Brenda K. Hyder by deed of
Donald Wilson of record at the Clerk of Court's Office for Greenville County, South
Carolina, 3-12-76 in Volume No. 1032 at page no. 940.

It is understood that this mortgage constitutes a valid second lien on the above
described property.



TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise
incident or appertaining.

DO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) successors, heirs and assigns forever.



I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or execute any further necessary as-
sures of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said
ises unto the said mortgagee its (his) heirs, successors and assigns, from and against all persons lawfully claiming, or to claim the
or any part thereof.



IT IS AGREED, by and between the parties hereto, that the said mortgagor(s) his (their) heirs, executors, or administrators, shall keep
buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the
ld balance on the said Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its
) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with
rest thereon, from the date of its payment. And it is further agreed that the said mortgagee its (his) heirs, successors or assigns shall be
titled to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.



DO IT IS AGREED, by and between the said parties, that if the said mortgagor(s), his (their) heirs, executors, administrators or assigns,
all fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its
s) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse
mselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.



DO IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall
ome payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured
y, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the
yment of the said debt may not then have expired.



DO IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this
xtgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for col-
ction, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a
asonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt
ecured hereby, and may be recovered and collected hereunder.



ROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs,
ecutors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with
e interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, his (their) heirs, successors, or assigns,
ccording to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true
tent and meaning of the said note and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall
main in full force and virtue.

DO IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of
yment shall be made.

WITNESS my (our) Hand and Seal, this _____ day of _____ 19 _____

Witness, sealed and delivered in the presence of

WITNESS Bobby Sue Hawkins

Boyce T. Hyder (L.S.)
Brenda K. Hyder (L.S.)

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