



BOOK 1437 PAGE 137

REAL ESTATE MORTGAGE

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said James A. & Jan Hyder, hereinafter called Mortgagor, in and by our certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto MOHOCO FINANCIAL SERVICES, INCORPORATED, hereinafter called Mortgagee, in the full and just principal sum of Eight Thousand Five Hundred Sixty Three and 18/100 Dollars (\$ 8,563.18), with interest thereon payable in advance from date hereof at the rate of 13.00% per annum; the principal of said note together with interest being due and payable in (60) Number

Monthly installments as follows:
(Monthly, Quarterly, Semi-annual or Annual)
Beginning on July 1st, 19 78, and on the same day of each Monthly period thereafter, the sum of One Hundred ninety four and 83/100 Dollars (\$ 194.83) and the balance of said principal sum due and payable on the 1st day of July, 19 83.

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of _____% per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Charleston, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum 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 whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Tract No. 9, on plat entitled "Survey for T. A. Hyder, Sr. Estate", made by Wolfe and Huskey, Inc., Engineering and Surveying, and recorded in Plat Book 5-X, at page 82, in the R. M. C. Office for Greenville County and also in Plat Book 79 at page 211, in the R. M. C. Office for Spartanburg County, and reference is prayed thereto for a more perfect description.

This being the property conveyed to James A. Hyder in Deed book 1055 Page 684, R. M. C. Office of Greenville County on April 29th, 1977.

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STAMP TAX \$03.44

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