

FILED  
APR 22 1977  
DOAN & TAYLOR  
R.M.C.

MORTGAGE

PAGE 1395 PAGE 308

WHEREAS I (we) Frank and Bobby Sue Hawkins  
(hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

Carolina Investors, Inc. (hereinafter also styled the mortgagee) in the sum of

\$ 4,021.92, payable in 84 equal installments of \$ 47.88 each, commencing on the  
20th day of May 19 77 and falling due on the same of each subsequent month, as in and by the  
said Note and conditions thereof, reference thereto had will more fully appear.

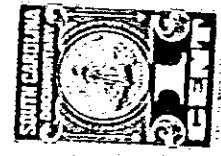
NOW, KNOW ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof 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 of that lot of land with the buildings and improvements thereon in Greenville Township, Greenville County, State of South Carolina, being known and designated as Lot No. 104, in Section 6 of the subdivision of Judson Mills Village as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book K at pages 106 and 107, and having the following metes and bounds; BEGINNING at an iron pin on the north side of Sixth Street at the joint corner of Lots Nos. 103 and 104, and running thence with the joint line of said lots, N. 1-40 W. 69.6 feet to an iron pin, joint rear corner of said lots; thence S. 88-20 W. 80 feet to an iron pin, joint rear corner of Lots 104 and 105; thence along the joint line of said lots S. 1-40 E. 69.6 feet to the joint corner of said lots Nos. 105 and 104 on the north side of Sixth St., which point is 54 feet from the northeast corner of the intersection of Herbert St. and Sixth St; thence along the north side of Sixth St., N. 88-20 E. 80 feet to the beginning corner. This is the same property conveyed to the grantor by W.H. Hamby by deed recorded in the R.M.C. Office for Greenville County in Deed Book 474 at page 53.

This is the identical property conveyed to Harold G. Cunningham by deed of Annie R. Brewer Flint formerly Annie R. Brewer 7-3-63 of record at the Clerk of Court's Office for Greenville County, South Carolina 7-5-63 in Volume 726 at page 510.

It is understood that this mortgage constitutes a valid 1st 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 GIVE 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 acts of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said premises 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 said 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 interest thereon, from the date of its payment. And it is further agreed that the said mortgagee its (his) heirs, successors or assigns shall be led to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.



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



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 become 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 by, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.



IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable 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 hereby secured, and may be recovered and collected hereunder.



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



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

IN WITNESS my (our) Hand and Seal, this 5th day of April 19 77

Sealed and delivered in the presence of E. S. Hawkins (L.S.)

WITNESS Kitty M. Day Bobby Sue Hawkins (L.S.)

WITNESS Kitty M. Day

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