

MORTGAGE

WHEREAS I (we) Ernest Horace and Doris Ann Hanvey (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 (hereinafter also styled the mortgagee) in the sum of

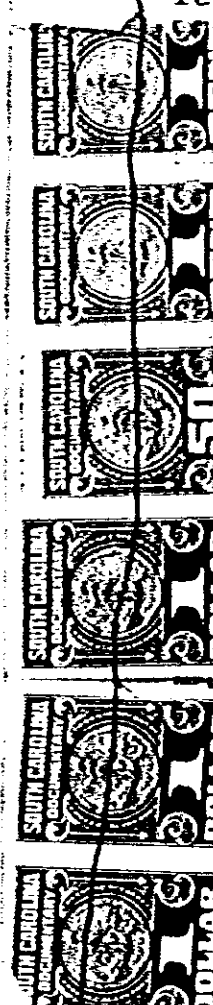
\$ 8,750.28 payable in 84 equal installments of \$ 104.17 each, commencing on the

7th day of June 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 mortgagee in hand well and truly paid, by the said mortgagor, 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 that piece, parcel or lot of land situate lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 2 as shown on unrecorded plat of L.T. Chapman property and part of Tract No. 1 of Mountain View Acres as shown on plat recorded in the RMC Office for Greenville County in Plat Book 1 at page 70, and having the following metes and bounds, to wit: BEGINNING at an iron pin at the southwestern corner of the intersection of Tindal Road and Razor Drive and running thence along the Western side of Tindal Road S. 15-30 81 feet to an iron pin; thence running N. 71-15 W. 200 feet to an iron pin; thence running N. 15-30 E. 78 feet to an iron pin; thence running along the southern side of Razor Drive S. 72-05 E. 200 feet to an iron pin the point of beginning. As a part of the consideration, that Grantee assumes and agrees to pay the balance of that certain mortgage in favor of C. Douglas Wilson & Co. recorded in Mortgage Book 986, at page 239, and having a present balance of \$9,540.03. This property is also subject to a mortgage in favor of Household Finance Corporation recorded in Mortgage Book 1044 at page 309. This is the identical property conveyed to Ernest Hanvey by deed of Freddie Mae Smith 4-12-68 of record at the Clerk of Court's Office for Greenville County, South Carolina 4-15-68 in Volume 842 at page no. 88.

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



TO HAVE AND TO HOLD, all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise appertaining, unto the said mortgagee, its (his) successors, heirs and assigns forever.

(we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or execute any further necessary assents 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 same in 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 the said premises insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the 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 entitled 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, shall 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 himself 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 first 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, 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, in and by 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 the said debt shall be made.

WITNESS my (our) Hand and Seal, this 4 day of May 19 77

Signed, sealed and delivered in the presence of

WITNESS

WITNESS

Frank Hawkins (L.S.)
Doris Ann Hanvey (L.S.)
Mrs Bobby Sue Hawkins

4328 RV-23