

1128-447

GREENVILLE COUNTY

APR 10 11 02 AM '78

REC'D S. TAYLOR

# MORTGAGE

(Direct)

This mortgage made and entered into this 6th day of April 19 78, by and between Lawrence L. Hyder and Leila J. Hyder

(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 1801 Assembly St., Columbia, S. C. 29201

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville

State of South Carolina, all of that parcel of land in Glassy Mountain Township, lying on both sides of Belue Creek, waters of the South Pacolet River, about two (2) miles Northward from Gowansville, Greenville County, South Carolina, being bounded now or formerly by J. L. Pierce, Broadus Belue, Jessie Gosnell, T. D. West, Ellis Pace and others, and being shown and represented on a plat thereof made for L. L. Hyder by J. Q. Bruce, RLS, dated November 8, 1958. It contains, according to that plat, 253.86 acres, more or less, and is the same land as was conveyed to Leila J. Hyder by J. J. Boone in six (6) separate parcels which adjoin each other, with the Boone deed being dated October 23, 1951, recorded in Deed Book 476, Page 442, Greenville County with reference being here made to the Bruce plat for a more detailed description as to courses and distances, with that plat recorded in Plat Book SS, Page 113. The mentioned plat includes 3.66 acres which have been excluded from the plat and the acreage therein set forth with the excluded acreage having been conveyed away by two (2) deeds by owners thereof owning the lands prior to the deed into J. J. Boone, One (1) of these deeds purports to convey 1.62 acres and was executed by W. D. Belue unto J. J. Boone, dated May 28, 1934, recorded in Deed Book 175, Page 429, Greenville County, and the other purporting to contain 1.75 acres having been conveyed unto Solomon Morgan by Annabell Gosnell by deed dated June 14, 1935, recorded in Deed Book 180, Page 234, Greenville County.

ALSO, All that piece, parcel and tract of land lying and being in Campobello Township, Spartanburg County, South Carolina, about two (2) miles Southwest of the Town of Landrum, containing 1.85 acres, more or less, and fully represented on plat thereof made by J. Q. Bruce, RLS, dated November 8, 1958, and recorded in Plat Book 38, Page 371, RMC Office for Spartanburg County.

This mortgage is junior and inferior to a certain mortgage given to the Federal Land Bank Association of Columbia recorded in Mortgage Book 1279 at Page 519 and 1319 at Page 783, Greenville County Courthouse and Mortgage Book 766 at Page 928 and 796 at Page 970 in the RMC Office for Spartanburg County and mortgage given to Blue Ridge Production Credit Association in Mortgage Book 826 at Page 393, RMC Office for Spartanburg County.

THIS mortgage is supplemental to mortgage between Hyder Farms, Inc. and Small Business Administration dated December 19, 1977, and recorded in Greenville County, South Carolina, RMC Office REM Book 1419 at Page 786 and recorded in Mortgage Book 889 Page 201, RMC Office in Spartanburg County Courthouse. Total amount of indebtedness secured by said mortgages is Two Hundred Fifty Thousand (\$250,000.00) Dollars.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated April 6, 1978, in the principal sum of \$ 250,000.00 signed by Lawrence L. Hyder as President & attested by in behalf of Leila J. Hyder as Secretary in behalf of Hyder Farms, Inc.

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