

MORTGAGE

BOOK 1507 PAGE 59

FILED GREENVILLE

THIS MORTGAGE is made this 13th day of May 1983, between the Mortgagor, Richard E. Hyder and Brenda V. Hyder (herein "Borrower"), and the Mortgagee, FIRST STATE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is P.O. Box 1090 SPARTANBURG, SOUTH CAROLINA, 29304 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and 00/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2003;

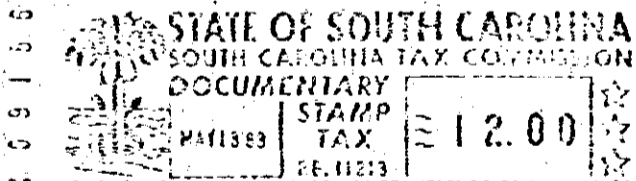
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land in Greenville County, State of South Carolina, being a part of Lot No. 14 on plat entitled "Survey for T. A. Hyder, Sr., Est." made by Wolfe & Huskey, Inc., Engineering and Surveying, Lyman, S. C. and recorded in Plat Book 5-X at page 82, in the R.M.C. Office for Greenville County; and being more particularly shown and delineated on a plat entitled "Survey for Richard E. & Brenda V. Hyder" by Wolfe & Huskey, Inc. Engineering and Surveying, Lyman, S. C. dated July 28, 1977, recorded in Plat Book 6-I, page 18, R.M.C. Office for Greenville County, and described as follows:

Beginning at an old iron pin joint corner of tract No. 2 and 14 and on the line of Bart Tallent and running with Bart Tallent's line, S 88 05 E. 420 feet to an iron pin; thence a new line, S 08 38 E 422 feet to an iron pin; thence N 88 05 W. 420 feet to an iron pin on the line of tracts 2 & 14; thence with the line of tracts 2 & 14 N 08 38 W. 422 feet to the beginning corner.

Also granted herewith is a 20 foot easement for a road along the property line of Bart Tallent the course and distance which is S 88 05 E. 612.9 feet to the center of Belue Road.

This is the same property conveyed to Richard E. Hyder and Micholl G. Hyder to Gordan E. Hyder by deed dated June 6, 1977, recorded in Deed Volume 1058, page 585, R.M.C. Office for Greenville County. The interest of Micholl G. Hyder then being conveyed to the mortgagors herein by deed dated September 14, 1977, recorded in Deed Volume 1065, page 60, said R.M.C. Office.



which has the address of Route 3, Box 288, Landrum, South Carolina 29356 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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