

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Post Office Box 1000  
Tryon, North Carolina 28782  
Vol 1651 PAGE 277

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JUSTIN ORR HYDER

(hereinafter referred to as Mortgagor) is well and truly indebted unto

NCNB NATIONAL BANK OF NORTH CAROLINA

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

THIRTY THOUSAND AND NO/100

Dollars (\$ 30,000.00 ) due and payable

AS PER TERMS OF PROMISSORY NOTE OF EVEN DATE

with interest thereon from date at the rate of 12.5% per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his accounts by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

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. Four (4), on plat entitled "Survey for T. A. Hyder, Sr., Estate", made by Wolfe & Huskey, Inc., Engineering and Surveying, Lyman, South Carolina and recorded in Plat Book 5-X at Page 82 in the RMC Office for Greenville County and also in Plat Book 79 at Page 211 in the RMC Office for Spartanburg County, and reference is prayed thereto for a more perfect description.

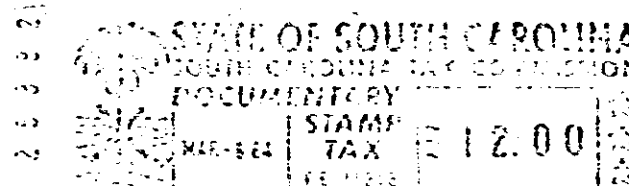
This being the same property conveyed to Mortgagor herein by deed dated April 28, 1977 and recorded in Deed Book 1055 at Page 696 in the RMC Office for Greenville County.

ALSO, ALL of the Mortgagor's undivided one-eighth interest to the following described real property:

All that certain piece, parcel or strip of land located, lying and being in the County of Greenville, State of South Carolina, the same being that portion of my property which lies within an unnamed road shown on plat entitled "Survey for T.A. Hyder, Sr. Estate", prepared by Wolfe & Huskey, Inc., recorded in the Greenville County RMC Office in Plat Book 5-X at Page 82, reference to which plat is hereby craved for a more complete description for the metes and bounds thereof.

This conveyance is made subject to all easements, conditions, restrictions and rights-of-way which are a matter of public record and/or actually existing upon the ground affecting the above-described property.

This being the same property conveyed to Mortgagor herein by deed dated January 22, 1984 and recorded in Deed Book 1205 at Page 284 in the RMC Office for Greenville County.



Together with all and singular rights, members, heritaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.