

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, Reg. Land Surveyor, dated November 8, 1958, and recorded in Plat Book 38, Page 371, RMC Office for Spartanburg County and described on that plat and in the deed by which the lands were conveyed to L.L. Hyder by Nora W. Hyder as follows: BEGINNING at stake at the southwest corner of lands, corner of lands of Hyder, and running thence North 84 degrees 42 minutes East 442 feet to corner in road leading to the Hyder homeplace; thence along said road North 27 degrees 21 minutes West 186.5 feet to corner on the Western edge of said road; thence North 59 degrees 40 minutes West 162.5 feet to corner; thence South 84 degrees 40 minutes West 107 feet to corner; thence South 21 degrees 22 minutes West 300 feet to beginning corner, with there being located thereon the L.L. Hyder residence, and being the same lands conveyed to the said L.L. Hyder by deed recorded in Spartanburg County in Book 20 Q, Page 108. Reference is here made to the deed and to the plat covering the detailed description.

TRACT NO. 1 above described is taken as additional security for the indebtedness secured hereby.

THIS instrument also secures that certain promissory note from L.L. Hyder and Leila J. Hyder to The Federal Land Bank of Columbia, dated June 4, 1973, the original principal amount being \$36,000 Dollars, payable in 20 successive Annual installments, the first installment of which commenced on November 1, 1974.

THIS instrument is additional security for all the indebtedness described herein and the notes and other evidences of said indebtedness are incorporated herein by reference.

A default in any instrument evidencing or securing the indebtedness referred to herein shall constitute a default in all instruments evidencing or securing said indebtedness, and second party, at its option, shall have the right to immediately declare all said indebtedness due and payable and foreclose all such instruments simultaneously.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto second party, its successors and assigns in fee simple forever. First party hereby binds himself, his heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises unto the second party, its successors and assigns, from and against first party, his heirs, executors, administrators, successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if first party shall well and truly pay, or cause to be paid, unto second party, its successors or assigns, the total indebtedness secured hereby, with interest thereon as aforesaid, and shall perform all terms, conditions, and covenants according to the true intent of said note, any other instrument above referred to and this mortgage and any other instrument securing said note or other instrument above referred to, and comply with all the provisions of the Farm Credit Act of 1971 and all amendments thereto, and with the rules and regulations issued and that may be issued by the Farm Credit Administration, all of which are hereby made a part hereof, then this mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and effect.

FOR THE CONSIDERATION aforesaid, first party covenants as follows:

1. First party is lawfully seized of said property in fee simple and has a perfect right to convey same; there are no encumbrances or liens whatsoever on said property except this mortgage.

2. First party will insure, and keep insured, as required by second party from time to time, all buildings now and hereafter on said land against such risks, in such form, in at least such amounts, and in such company or companies, as shall be satisfactory to second party, the loss, if any, to be payable to second party as its interest may appear, and will deliver to second party a policy or policies of insurance with mortgagee clause satisfactory to second party attached thereto, and will promptly pay when due all premiums for such insurance. At the option of first party, and subject to the regulations issued under the Farm Credit Act of 1971 or acts amendatory thereof or supplemental thereto, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings, and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as second party in its sole discretion may determine.

3. First party will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said property, and all judgments and all other amounts that may be or become a lien thereon.

4. First party will keep in good order and condition, preserve, and repair, rebuild and restore all terraces, buildings, groves, orchards, fences, fixtures, shrubbery and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon that may be destroyed or damaged by fire, windstorm or otherwise, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of second party, cut, use or remove, or permit the cutting, use or removal of, any timber or trees on said land for sawmill, turpentine or other uses or purposes, except for firewood and other ordinary farm purposes. First party will also preserve and keep in good order and condition all trees and timber now and hereafter growing upon the said property, and will at all times properly protect the trees and timber against loss or damage by fire, all to the satisfaction of the second party.

5. First party covenants that he will not perform any act which might impair or tend to impair the continuation on the property herein described of all crop allotments and acreage allotments now established or hereafter established on any of the property herein described.

6. Time is of the essence of the above recited note, of this instrument and of any other instrument secured hereby. If first party fails to comply with any covenant, condition or agreement in this instrument or in the said note or in any reamortization, renewal, deferment, or extension agreement, or in any other instrument secured hereby, second party may, at its option, exercise any one or more of the following rights, powers, privileges, and remedies:

- (a) Perform any one or more of the covenants of first party in this instrument, in the said note, and in any other instrument secured hereby, and all amounts advanced by second party in doing so shall be due and payable by first party to second party immediately without notice, and shall be secured by this instrument, and shall bear interest from the date of advance by second party at the highest rate provided in any note or other instrument secured hereby.
- (b) Declare all amounts secured by this instrument immediately due and payable without notice.
- (c) Proceed immediately to foreclose this mortgage, and pursue such other remedies as may be authorized by law.

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