BOOK 946 PAGE 157

ORIGINAL

SOUTH CAROLINA Greenville COUNTY.

BOOK 942 PAGE 143

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to Leila J. Hyder and L. L. Hyder Borrower, (whether one or more), aggregating THIRTY TWO THOUSAND FIVE HUNDRED NINETY THREE AND NO/100 ------- Dollars ($ 32,593.00), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and by means, in accordance with Section 45-55, as amended, Code of Laws of South Carolina, 1952, (1) all existing indebtedness of Borrower to Lender (including but not limited to the above described advances), evidenced by promissory notes, and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender, now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any one time not to exceed FORTY THOUSAND & NO/100 - Dollars ($ 40,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than ten (10%) per centum of the total amount due thereon and charges as provided in said note(s) and herein. Undersigned has granted, bargained, sold, conveyed and mortgaged, and by these presents does hereby, grant, bargain, sell, convey and mortgage in fee simple unto Lender, its successors and assigns,

All that piece, parcel or tract of land situate in Glassy Mountain (Township) Greenville County, South Carolina containing acres, more or less, known as the Place, and bounded as follows:

All that parcel of land being in Glassy Mountain Township, lying on both sides of Belue Creek, waters of the South Pacolet River, about two miles Northward from Gowensville, Greenville County, South Carolina, being bounded now or formerly by J. L. Pierce, Brooks Belue, Jessie Gossnell, 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, Reg. Land Surveyor, dated November 8, 1958. It contains according to that plat 250.20 acres, more or less, and is the same land as was conveyed to Leila J. Hyder by J. J. Boone in six separate parcels which adjoin each other with the Boone deed being dated October 23, 1951, recorded in Deed Book 476, Page 442, Greenville County, South Carolina, 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 S3, 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 deeds by owners thereof owning the lands prior to the deed unto J. J. Boone. One of these deeds purports to convey 1.62 acres and was executed by W. B. 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 Annsbell Gossnell by deed dated June 14, 1935, recorded in Deed Book 180, Page 234, Greenville County.

The Indentation Instrument for R.E.M. Book 1057 Page 459

JAN 16 8 49 AM 1964
OLLIE FARNSWORTH
R.M.C.

GREENVILLE CO. S.C.

A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower to Lender shall at the option of Lender constitute a default under any one or more, or all instruments executed by Borrower to Lender.

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 lands and premises unto Lender, its successors and assigns with all the rights, privileges, members and appurtenances thereto belonging or in any wise appertaining.

UNDERSIGNED hereby binds himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto Lender, its successors and assigns, from and against Undersigned, his heirs, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, that if Borrower shall pay unto Lender, its successors or assigns, the aforesaid indebtedness and all interest and other sums secured by this or any other instrument executed by Borrower as security to the aforesaid indebtedness and shall perform all of the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender according to the true intent of said Mortgages, all of the terms, covenants, conditions, agreements, representations and obligations of which are made a part hereof to the same extent as if set forth in extenso herein, then this instrument shall cease, determine and be null and void, otherwise it shall remain in full force and effect.

It is understood and agreed that all advances heretofore, now and hereafter made by Lender to Borrower, and all indebtedness now and hereafter owed by Borrower to Lender, and any other present or future indebtedness or liability of Borrower to Lender, whether as principal debtor, surety, guarantor, endorser or otherwise, will be secured by this instrument until it is satisfied of record. It is further understood and agreed that Lender, at the written request of Borrower, will satisfy this mortgage whenever: (1) Borrower owes no indebtedness to Lender, (2) Borrower has no liability to Lender, and (3) Lender has not agreed to make any further advances or advances to Borrower.

This agreement shall inure to the benefit of Lender, its successors and assigns, and any successor, or assign of Lender may make advances hereunder, and all such advances and all other indebtedness of Borrower to such successor or assign shall be secured hereby. The word "Lender" shall be construed to include the Lender herein, its successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the 28th day of October 19 63

Leila J. Hyder (L. S.)
(Leila J. Hyder)
(L. S.)
(L. S.)

Signed, Sealed and Delivered
in the presence of:
Juanita Lancaster
(Juanita Lancaster)
W. A. Hambright
(W. A. Hambright)

Form FCA 401