

This is a debt due the United States no documentary stamps required.

(F) DL-B 94871 10 04-COLA

# MORTGAGE

(Direct)

1423 10 28 78

This mortgage made and entered into this 20th day of February 19 78, by and between Toy A. Hyder, Jr. and Hellon L. 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 Street 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 and Spartanburg State of South Carolina

## GREENVILLE COUNTY

- (1) Tax map reference number 436-622.2-1-22.1; Thirty-five (35) acres Hugh S. Reid tract, Deed Book reference 932-122
- (2) Tax map reference number 436-622.2-1-27.9; Four and 98/100 (4.98) acres, Plat Book 6 K page 82, Deed Book reference 1069-594 and 1069-597
- (3) Tax map reference number 436-623.1-1-11; Thirty-eight and 2/10 (38.2) acres, Jesse R. Gosnell Estate property, plat to be recorded Deed Book reference 1050-317
- (4) Tax map reference number 436-6-623.2-1-7.2; Twenty-five (25) acres known as Tract 2 of the T. A. Hyder, Sr. Estate, Plat Book 5-X page 82, Deed Book reference 1055-672

## SPARTANBURG COUNTY

- (1) Tax map reference number 1-19-00-1801; Twenty-five (25) acres lying near Gowensville on the road from Gowensville to Campobello Deed Book reference 32 K-487
- (2) Tax map reference number 1-44-00-226.1; Lots A and B (a/k/a portions of Lots 11, 12, 13, 14 and 15, 39, and 40 property of Frank Weaver prepared by J. H. Gooch on July 21, 1939 to be recorded herewith Deed Book reference 38 T-457

See attached legal description to include restrictions and deviation clauses to be pages 3, 4, 5 and 6 of this mortgage.

Mortgagors declare there are no prior mortgages on these properties.

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 Even Date , in the principal sum of \$ 229,900.00 signed by Toy A. Hyder Jr. And Hellon L. Hyder , individually

SA Form 927 (3-73) Previous Editions are Obsolete