

FILED
GREENVILLE CO. S. C.

BOOK 776 PAGE 403

THE FEDERAL LAND BANK OF COLUMBIA

STATE OF SOUTH CAROLINA

AMORTIZATION MORTGAGE

COUNTY OF GREENVILLE &
SPARTANBURG

THIS INDENTURE, made this 11th day of February, 1959, by and between L. L. Hyder, Leila Hyder, Joe Hyder and Jean Hyder

hereinafter called first party, whether one or more, and The Federal Land Bank of Columbia, a corporation organized, chartered and existing pursuant to an Act of Congress, entitled the Federal Farm Loan Act, hereinafter called second party, WITNESSETH, that,

WHEREAS, first party is indebted to second party, as evidenced by a certain promissory note, of even date herewith, for the principal sum of Eighteen Thousand (\$ 18,000.00) Dollars, payable to the order of second party, together with interest from the date of said note on the principal sum remaining from time to time unpaid, at the rate of Five & One Half per centum per annum, the first payment of interest being due and payable on the First day of November, 1959, and thereafter interest being due and payable annually; said principal sum being due and payable in Twenty (20) equal, successive annual installments of Nine Hundred (\$ 900.00) Dollars each, and a final installment of — Dollars, the first installment of said principal being due and payable on the First day of November, 1959, and thereafter the remaining installments of principal being due and payable annually until the entire principal sum and interest are paid in full, and each installment of principal and interest bearing interest from due date until paid at the highest rate authorized to be charged under the Federal Farm Loan Act, as amended; all of which and such other terms, conditions and agreements as are contained in the said note, evidencing a loan made by second party, will more fully appear by reference thereto.

NOW, KNOW ALL MEN, that first party, in consideration of the debt as evidenced by said note, and for better securing the payment thereof to second party, according to the terms of said note, and the performance of the conditions and covenants herein contained, and also in consideration of the sum of One Dollar to first party in hand paid by second party, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, in fee simple, and by these presents does grant, bargain, sell and release, in fee simple, unto second party, its successors and assigns, the following described lands, including but not limited to, all trees, timber, shrubbery, fixtures and improvements now and hereafter thereon:

All that piece, parcel and tract of land lying and being in Glassy Mountain Township, Greenville County, South Carolina, containing in the aggregate One Hundred Thirty-Five and Twenty-Five One-Hundredths (135.25) acres, more or less, according to plat made by J. K. Atkins in March 1934 and being the same lands as shown on that plat as Tracts Nos. 5, 6, 7, 8, 9, 10 and 11 and being bounded by lands now or formerly of Willis Bruce lands, Taylor-Colquitt Company on the north; on the east by Willis Bruce lands and the Estate of General Pierce; on the south by Tract No. 4 on the Atkins plat and on the west by Norris, Wade Plumley lands, Tract No. 12 as shown on the Atkins plat, together with the Taylor-Colquitt Company. Reference is here made to the Atkins plat which is recorded in Book H, page 239, Greenville County for a definite and particular description of the said lands. The parcel in question is made up of three conveyances, one of which is from Henry J. Pritchard to Leila Hyder and Joe Hyder, said deed being recorded in Deed Book 323, page 245, said deed conveying 102.75 acres; another from R. L. Lockhart to Leila Hyder conveying Lot No. 6 on said plat and being dated May 24, 1948, recorded in Deed Book 349, page 107, Greenville County; and still another from E. Inman, Master, to L. L. Hyder conveying Tract No. 5 on the Atkins plat which contains 16 1/4 acres with the deed being dated December 29, 1952, recorded in Deed Book 474, page 176.

ALSO: 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 Gowansville, Greenville County, South Carolina, being bounded now or formerly by J. L. Pierce, Broadus Belue, Jessie Gosnell, 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, 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 20, 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 into J. J. Boone. One of these deeds purports to convey 1.62 acres and was executed by W. D. Belue unto J. J. Boone, dated May 28, 1934, recorded in Deed Book 175, page 429, Greenville County and the other purporting to

(OVER)

In Particular Refer to De. B. S. M. Book 907 Page 473.

The debt hereby secured is paid in full and the terms of this indenture are satisfied this _____ day of _____, 1959.
By _____
Witness _____