

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Mortgagee's Address: P.O. Box 1000
Tryon, North Carolina 28782

1404 386

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOSEPH A. HYDER and CATHY S. HYDER, his wife

(hereinafter referred to as Mortgagor) is well and truly indebted unto NORTH CAROLINA NATIONAL BANK

(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 **FOUR THOUSAND FIVE HUNDRED FORTY-THREE AND**

56/100-----Dollars (\$ 4,543.56) ~~and no more~~
to be paid to the order of NORTH CAROLINA NATIONAL BANK at its above office in 36 monthly installments of \$126.21 each, the first installment be become due and payable on the 1st day of August, 1977, and subsequent installments to become due and payable on the same day of each succeeding month thereafter until said note is fully paid, with interest on the unpaid balance after maturity at the highest lawful rate. Face amount of the note includes interest at 12 per cent per annum from July 11, 1977.

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 account 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:

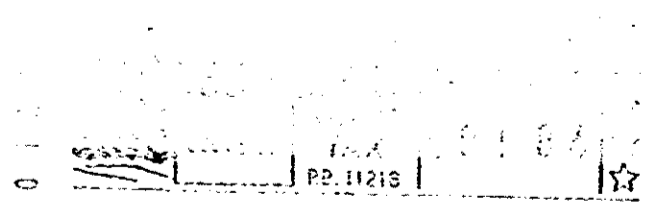
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL those certain pieces, parcels or tracts of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Tracts Nos. 3 and 11, on plat entitled "Survey of T. A. Hyder, Sr. Estate", made by Wolfe & Huskey, inc., Engineering and Surveying, and recorded in Plat Book 5-X, at Page 82, in the R.M.C. Office for Greenville County and also in Plat Book 79 at Page 211, in the R.M.C. Office for Spartanburg County, and reference is prayed thereto for a more perfect description.

Derivation Clause: Deed 1355-660, Apr. 29, 1977, Ralph W. Mitchell as Master for Spantanburg Co.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

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