

MORTGAGE OF REAL ESTATE

MORTGAGE

STATE OF SOUTH CAROLINA,)ss:
COUNTY OF GREENVILLE.)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Hattie D. Boyd, of Greenville, S. C., hereinafter called the Mortgagor, send (s) greetings:
WHEREAS, the Mortgagor D. A. Boyd and J. H. Boyd are well and truly indebted unto Bank of Greenwood, Greenwood, S. C., a corporation organized and existing under the laws of South Carolina hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Sixty-five Hundred and no/100 Dollars (\$6500.00), with interest from date at the rate of five per centum (5%) per annum on the unpaid balance until paid, principal and interest being payable at the office of Bank of Greenwood, Greenwood, S. C., in or at such other place as the holder hereof may designate in writing, in (monthly) installments of Forty-two and 90/100 Dollars (\$42.90), commencing on the first day of July, 1939, and a like amount on the first day of each month, in each year thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 1959.

NOW KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville, State of South Carolina:

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, in Gantt Township, about seven miles from the Greenville County Court House on the east side of the Augusta Road and containing 19.83 acres, more or less, according to a plat of property of Hattie D. Boyd made by W. J. Riddle, Surveyor, April 15, 1939, and having, according to said plat, the following metes and bounds, to-wit:-

BEGINNING at a point in the center of the Augusta Road, which point is 950 feet south of the intersection of the Augusta Road and the White Horse Road, and running thence S. 86-22 E. 211.5 feet to an iron pin; thence S. 86-35 E. 1116.9 feet to a flint rock; thence S. 9-59 E. 645 feet to an iron pin; thence N. 86-35 W. 1433 feet to a point in the center of Augusta Road; thence along the center of said Augusta Road N. 1-00 W. 627.2 feet to the point of beginning.

Being the same tract of land conveyed to Hattie D. Boyd by D. A. Boyd by deed dated January 4, 1932, and recorded in the R. M. C. Office for Greenville County in Deed Book 163 at page 136.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens, and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in an amount equal to one or more (annual) (semi-annual) payments on principal that are next due, on any periodic payment date; provided, however, that written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment. In the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor, or endorser, agree to be jointly and severally bound to pay to the holder hereof an adjusted premium charge of one per centum (1%) of the original principal amount of the debt evidenced thereby, provided that in no event shall the adjusted premium charge exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator on account of mortgage insurance; provided, however, that the liability of any party herein to pay the above-mentioned adjusted premium charge shall be, in any event, subject to the exceptions contained in the Regulations of the Federal Housing Administration in force on the date this instrument is executed.

8
DAY OF
ALLIE FARRAR
R.M.C. FOR GREENVILLE COUNTY, S. C.
NO. 4501

For Release to this mortgage, see Deed Book 246, Page 248. Deed to City of Greenville, S.C.