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14763

BOOK 876 PAGE 475

Acct. No. 7-12

ACT OF MORTGAGE - SOUTH CAROLINA - BEAVER BUILDERS, INC.

DEC 12 1961 A.M.



FOR RECORDERS USE	
State of South Carolina	
County of	
Instrument Date	
Recording Date	
Book	Page

STATE OF SOUTH CAROLINA.

COUNTY OF Greenville

Mrs. Ollie Farnsworth
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Whereas, I/we, the said Thomas C. Waters & Prescilla H. Waters (his wife) hereafter referred to as mortgagor, in and by one certain promissory note in writing, of even date with these Presents are/is well and truly indebted to BEAVER BUILDERS, INC., a Florida Corporation of Tampa, Florida, in the full and just sum of four thousand dollars & no/100, to be paid 58.44 a month to commence February 15, 1961 with interest thereon from date of said note at the rate of six per centum (6%) per annum until paid in full.

NOW KNOW ALL MEN, that I/we, the said mortgagors, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said BEAVER BUILDERS, INC., according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to them, the said mortgagor, in hand well and truly paid by the said BEAVER BUILDERS, INC. at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said BEAVER BUILDERS, INC. the following described real property located in the county of ~~Greenville~~ Greenville, State of South Carolina, to wit:

All that Piece, parcel, or lot of land in Saluda Township, Greenville, County, State of South Carolina, and having the following metes and bounds;

Beginning at a point of a pin in the center of a road at the corner of W. Y. Batson's land; thence N. 48-30 W. 523.38 feet acrossing a branch to a pine 3 x 10; Thence East 247.5 feet to the center of aforesaid road; thence S. 45 E. 500 feet along said road back to the point of beginning; and containing 1 2/3 acres more or less.

Above described property being a portion of the lands conveyed by Henry E. Barbare by deed dated December 14, 1948 to James E. Bayne containing 8.4 Acres and recorded in the R. M. C. Office for Greenville County in book 367, page 334.

TOGETHER with all and singular the Rights, Members, Hereditament and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said BEAVER BUILDERS, INC. its Assigns forever. And they do hereby bind themselves and their Heirs, Executors and Administrators to warrant and forever defend as and singular the said Premises unto the said BEAVER BUILDERS, INC. and its Assigns, from and against their Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor/s agree to insure the house and buildings on said lot in the sum not less than four thousand dollars & no/100 Dollars in a company or companies satisfactory to the mortgagee, and to keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor/s shall at any time fail to do so, then the said mortgagee may cause the same to be insured in a company or companies satisfactory to the mortgagee, the cost of which shall be reimbursed by the mortgagor, with interest thereon.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, I/we hereby assign the rents and profits of the above described premises to said mortgagee, or its Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said mortgagor/s, do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor/s are to hold and enjoy the said Premises until default of payment.

WITNESS my/our hand/s and seal/s, this 12 November 1961 day of November, 19 61.

Signed, sealed and delivered in the presence of
Thomas C. Waters (L.S.)
Prescilla H. Waters (L.S.)

For Assignment See E. C. W. Book 871 Page 500

Lien Released By Sale Under

Enclosure 22 day of Nov 1963

A.D., 1963. See Judgment Roll

No. 1-8245

E. J. ...

MASTER

SATISFIED AND CANCELLED OF RECORD

22 DAY OF Nov 1963

Ollie Farnsworth

R.M.C. FOR GREENVILLE COUNTY, S. C.

AT 10 O'CLOCK P. M. NO. 14763

Attest:
 Nellie M. Smith
 Deputy