

DEC 4 1961

BOOK 876 PAGE 55

Acct. No. 7-11

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

14024

FILED
DEC 4 1961 A.M.



Mrs. Cullie Farnsworth
R.M.C.

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

STATE OF SOUTH CAROLINA.

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING:

Whereas, I/we, the said Johnson Harris & Nora Harris (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 five thousand five hundred dollars & no/100 be paid \$61.07 a month to commence January 20, 19 62, 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

State of South Carolina, to wit:

All that lot of land on Prosperity Avenue in Greenville Township, state and county aforesaid, designated as Lot No. 1 on Plat of property of Helen Williams McCullough mad by J. C. Hill, L.S. and recorded in the R.M.C. Office for Greenville county in Plat Book No. MW, page 133, and being more particularly described according to said plat as follows:
Beginning on the West Side of Prosperity Avenue at intersection of Dirve, thence S. 74-30 W. 38.5 feet to point, thence S. 62W. 62.3 feet to corner of lot #1, thence N. 29-50 W. 61.7 feet along dirve to corner of Lot NO.2, thence N. 60-10 W. 100 feet along line of Lot #2 to corner thereof, thence S. 29-50 E. 71.7 feet to point of beginning, being part of the same property conveyed to Helen Williams McCullough by Julia Williams by deed dated April 24, 1952, and recorded in the R.M.C. Office for Greenville county in deed book 477, page 334

TOGETHER with all and singular the Rights, Members, Hereditament and Appurtenances to the said Premises belonging, or in anyway 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 an 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 five thousand five hundred dollars & (no/100) 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 mortgagor, 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 Fifteenth day of November, 19 61

Signed, sealed and delivered in the presence of
Maurice L. Eshleman _____
John T. Hall _____
Johnson Harris (L.S.)
Nora Harris (L.S.)

For Assignment see R. & M. Book 876 Page 128