

The State of South Carolina

COUNTY OF GREENVILLE

FILED SEP 27 1959 A.M.



Mrs. Ollie Farnsworth R.M.C.

CHARLES BOYCE AND WIFE, PENNY BOYCE TO

TO ALL WHOM THESE PRESENTS MAY CONCERN: MODERN HOMES CONSTRUCTION COMPANY

Send Greeting:

WHEREAS We the said Charles Boyce and wife, Penny Boyce in and by our certain promissory note bearing date the 10 day of September A.D., 19 59 , stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Two Thousand Nine Hundred Eighteen and 16/100 Dollars, payable in 72 successive monthly installments, each of 40.53 (2918.16) Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of December , 19 59 , and on the first day of each month thereafter until paid, as in and by the said note and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That We the said Charles Boyce and wife, Penny Boyce for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Modern Homes Construction Company according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS to us the said Charles Boyce and wife, in hand well and truly paid by the said Modern Homes Construction Company at and before the sealing and delivery 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 Modern Homes Construction Company its successors and assigns Homer Boyce

All that certain Lot #3 of property of grantor/as shown on plat of Jones & Sutherland, Engineers, lying being and situate in Greenville County, Oaklawn Township, South Carolina, with metes and bounds as follows: BEGINNING in the center of "Old Hundred Road" at a common corner with Lot #2 as shown on said plat; thence N 78-00 W 152.8' to a corner in the center of said road; thence N 22-54 W 375.0'; thence N 66-51 E 150' on line of Boyce to a common corner with lot #2; thence S 22-54 E 404.4' to corner of beginning. Being a part of that 39 and 2/5 acres conveyed to grantor by deed of J. J. Hedden, master, dated January 6, 1940, and recorded in Deed Book 217, page 141, R. .C. Office for Greenville County. Reference aforementioned plat for a more accurate description of the property herein conveyed. Above land conveyed to Charles Boyce and wife, Penny Boyce by deed of Homer Boyce, dated July 30, 1959, and recorded in Deed Book _____ on page _____, Records of Greenville County, South Carolina. Mortgagor hereby warrants that this is the first and only encumbrance on this property.

TOGETHER with all and singular the Rights, Members, Hereditaments 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 Modern Homes Construction Company, its successors, Heirs and Assigns forever.

AND We do hereby bind ourselves Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Modern Homes Construction Company, its successors, Heirs and Assigns, from and against

us and our Heirs, Executors, Administrators and Assigns lawfully claiming, or to claim the same, or any part thereof.

AND it is agreed by and between the said parties that in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, by and between the said parties, that the said Charles Boyce and wife, Penny Boyce, their Heirs, Executors or Administrators, shall and will insure the house and buildings on said lot, and keep the same insured from loss or damage by fire, and assign the Policy of Insurance to the said Modern Homes Construction Company and in case that We or our heirs shall, at any time, neglect or fail so to do, then the said Modern Homes Construction Company may cause the same to be insured in their name, and reimburse themselves for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of Six (6%) per cent, per annum, from the date of such payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor Their Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case said mortgagor(s) shall fail to do so, the said Mortgagee, its Executors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the amount so paid, at the rate of Six (6%) per cent, per annum, from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if We the Charles Boyce and wife, Penny Boyce do and shall well and truly pay, or cause to be paid, unto the said Modern Homes Construction Company the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said note and all sums of money provided to be paid by the Mortgagor

PR
28 April 1959
J.W. Assignment See R. & M. Book 8 to Page 485
Mortgages on Page 512