

DEC 14 1961 15024

BOOK 877 PAGE 19
Acct. No. 7-10

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

FOR RECORDERS USE	
State of South Carolina	
County of	
Instrument Date	
Recording Date	
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STATE OF SOUTH CAROLINA

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING:

Whereas, I/we, the said Oscar Millwood & Patricia Millwood (his Wife) after 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 three thousand four hundred dollars & no/100 be paid 49.67 a month to commence February 1, 1962, 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 certain piece, parcel, or lot of land located in the county of Spartanburg State of South Carolina about 1/4 mile from the town of Pacolet and more particularly described as:

Beginning at an iron pin in new road at the boundry of Pacolet Manufacturing Co. in a north westerly direction a distance of 76 feet to an iron pin. Thence turning and running S35-30W a distance of 95 feet to a stake. Thence turning and running S80-12E a distance of 76 feet to a stake in new road. Thence running 95 feet along said new road to point of beginning.

The conveyance of this land is subject to the same restriction as found in a deed made by William V. Robertson to Lorena Allen and recorded in R.M.C. Spartanburg Vol. 19-E page 323.

This deed is subject of a 15 feet right away which is reserved along the south easterly boundry of the property and which is for the use of Public road.

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. Assigns forever. And they do hereby bind themselves and their Heirs, Executors and Administrators, by warrant and forever against all 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 three thousand four hundred 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 of 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 Thirteenth day of November, 19 61.
Signed, sealed and delivered in the presence of

[Signature]
[Signature]

Oscar Millwood (I. S.)
Patricia Millwood (I. S.)