

5:00 P.M.

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MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: JAMES C. BOYCE and NANCY H. BOYCE

(hereinafter referred to as Mortgagor) is well and truly indebted unto

THE PEOPLES NATIONAL BANK, Simpsonville, S. C.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of -----

-----TEN THOUSAND AND NO/100 ----- Dollars (\$ 10,000.00) due and payable

in monthly installments of \$121.33 for a period of ten (10) years, payments to be applied first to interest and then to principal,

with interest thereon from date at the rate of eight (8%) per centum per annum to be paid: monthly

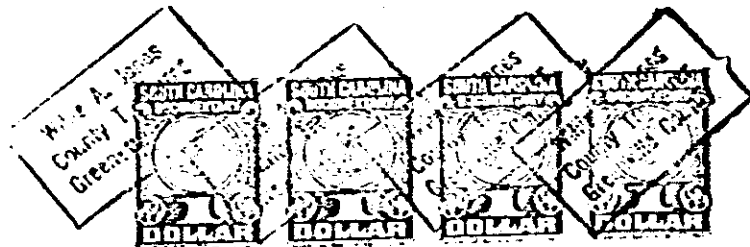
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Tract No. 3 on plat of property of Boyce, Peden and Hartsell, prepared by C. O. Riddle, dated April, 1971, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a railroad spike in center of Hipps Road, which spike is located N. 83-06 W., 16.9 feet from old iron pin on the easterly side of said road and running thence S. 83-06 E., 512.1 feet to old iron pin; thence S. 2-42 W., 598.4 feet to an old iron pin; thence S. 81-40 W., 877.9 feet to a point in center of Hipps Road, passing over iron pin 32.4 feet back on line; thence with the center of Hipps Road, N. 33-12 E., 537.4 feet to pin; thence N. 28-42 E., 100 feet to bend; thence N. 15-09 E., 100 feet to a bend; thence N. 5-26 W., 149.6 feet to the beginning corner, containing 9.79 acres, more or less.

The mortgagee is hereby granted the privilege to pre-pay this loan in part or in whole at any time without penalty.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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

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

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