

ACT OF MORTGAGE — SOUTH CAROLINA — BEVIS SHELL HOMES, INC.

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 James R. Howard & Frances C. Howard 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 BEVIS SHELL HOMES, INC., a Florida Corporation of Tampa, Florida, in the full and just sum of five thousand and five hundred and no/100 to be paid 472.28 a month to commence Sept. 1st, 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 BEVIS SHELL HOMES, 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 BEVIS SHELL HOMES, 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 BEVIS SHELL HOMES, INC. the following described real property located in the County of Greenville

State of South Carolina, to wit:
 All that piece, parcel, tract or lot of land in Dunklin Township near Princeton, County of Greenville in the State of South Carolina and being more particularly described by the following metes and bounds;

BEGINNING in the center of County road No. S-23 at the joint corner pin of Mrs. Lillie Green and Marcia Corn and Aaron Corn property and following along the line of Marcia Corn and Aaron corn property in a Easterly direction for a distance of 301' Feet to a point; Thence in a Northernly direction for 100' Feet to a point; Thence in a westerly direction to center of County road No. S-23 a distance of 100' Feet to the point of beginning.

Above property described being bounded on the North and East by other lands of Mrs. Lillie Green and on the South by lands of Marcia and Aaron Corn and on the West by County road No. S-23. This a part of the property conveyed to Lillie Green by J. B. Green by Deed dated November 5th, 1946, and recorded in the RMC office for Greenville County in Deed book 301 at page 212.

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 BEVIS SHELL HOMES, INC., its Assigns forever. And they do hereby bind themselves and their Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said BEVIS SHELL HOMES, 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 and 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 Twenty-fourth day of June, 1961

Signed, sealed and delivered in the presence of
J. D. D. [Signature]
J. D. D. [Signature]

James R. Howard (L.S.)
Frances C. Howard (L.S.)

Attest
Ollie Jamnawants
R.M.C.
April 16 - 1963
at 3 P.M.

Lien Released By Sale Order
 Enclosure 10th April
 A.D., 1963.
 6566
 E. [Signature]