

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

FOR RECORDER'S USE	
State of South Carolina	
County of Greenville	
Instrument Date	
Recording Date	
Book	Page

STATE OF SOUTH CAROLINA,
COUNTY of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

(his wife) SEND GREETING:

Whereas, I/we, the said Allie Roy Carter & Eunice Carter 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 three thousand, nine hundred and no/100 to be paid 56.28 a month to commence August 1937 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 certain piece, parcel or tract of land in Greenville County, State of South Carolina, Austin Township, containing 1 acre more or less and being more particularly described as follows: Beginning at an iron pin on the Northwest property line of Ventross Franklin and James Newman and running in a southerly direction a distance of 21 feet to an iron pin; thence turning at a right angle and running in a westerly direction a distance of 12 feet to an iron pin; thence turning at a right angle and running in a northerly direction a distance of 210 feet to an iron pin; thence turning at a right angle and running in a westerly direction a distance of 125 feet to an iron pin; bounded on the east by property of James Newman, bounded on the north by property of S. J. Franklin Estate, bounded on the west by property of J. L. Linton, and bounded on the north by the property of L. J. Franklin, deceased, a portion of said deed from L. J. Franklin to Ventross Franklin and James Newman, December 27, 1924. Recorded in Book 867 Page 135, in Greenville County, State of South Carolina, Austin Township.

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 BEVIS SHELL HOMES, INC., its Assigns, for ever. 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 three thousand nine 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 third day of June 19 61

Signed, sealed and delivered in the presence of
Willie Roy Carter (L.S.)
Eunice Carter (L.S.)
Chas. J. Odom

For assignment see p. 2. M. Book 867 Page 135

ATTEST AND REGISTERED
I, Jan
Ellie Farnsworth
CLERK OF THE GREENVILLE COUNTY, S. C.
AT 2:22 O'CLOCK P. M. NO. 19619

Lien Released - Sale Under
Foreclosure Jan
A.D., 1961. See Roll
No. 552

Attest:
Nellie M. Smith
Deputy