

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

FOR RECORDERS USE	
State of South Carolina	
County of	
Instrument Date	
Recording Date	
Book	Page

JUL 15 11 00 AM '61

(STATE OF SOUTH CAROLINA,
COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING.

Whereas, I/we, the said F.L. Brown & Mae Brown (his wife), hereafter referred to as mortgagor in and by one certain promissory note in writing, of even date with these Presents are/are well and truly indebted to BEVIS SHELL HOMES, INC., a Florida Corporation of Tampa, Florida, in the full and just sum of three thousand, six hundred and no/100, to be paid 52.50 a month to commence August 20 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 or tract of land, situate, lying and being in Greenville County, State of South Carolina containing one (1) acre, more or less and having the following notes and bounds. On the south side by F. N. Brown for a distance of 210' ft. on the east side by F.N. Brown 210' ft. and on the west side by F.N. Brown for 210' ft. On the north side by a county kept road for 210' ft. This land was conveyed to Troy L. Brown for the purpose of purchasing a Bevis Shell Homes which will be built in July, 1961

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 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 three thousand six 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 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, this twenty-seventh day of June, 1961

Signed, sealed and delivered in the presence of
[Signature]
[Signature] (L.S.)
[Signature] (L.S.)

This Mortgage Assigned to Jimmie Calhoun, Inc. on 1st day of July, 1961. Assignment recorded in Vol. 1111 of R. E. Mortgages on Page 345