

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

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

JUL 13 11 00 AM 1961

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

(his Wife)

SEND GREETING:

Whereas, I/we, the said Curtis L. Hawkins & Minnie Lou Hawkins, hereafter referred to as mortgagor, in and by one contain 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 seven hundred and no/100 to be paid 81.27 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 lot of land in Saluda Township, Greenville County, State of South Carolina and having the following metes and bounds and courses and distances, to-wit: Beginning on Joseph Johnson line at a stake, thence, N. 47.30 E., 250 feet to a stake on said line; thence, S. 35.12 E., 449 feet to a stake; thence, S. 4.30 W., 314 feet to a stake; thence, S. 11.11 W., 252 feet to a stake, on old line; thence, S. 68 E., 370 feet to a stake on said line; thence, N. 7.45 E., 453 feet to a stake; thence, N. 43 W., 230 feet to the beginning corner, and containing flat (5) acres, more or less. This land is bounded by the lands of R.C. Center, Ellie McMakin, Stanley Center, et al.

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 seven 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-eighth day of June, 1961
Signed, sealed and delivered in the presence of

James Rayford
Alpha J. Odom

Curtis L. Hawkins (L.S.)
Minnie Lou Hawkins (L.S.)

For assignment see R. & M. Book 868 Page 519
 For assignment see R. & M. Book 868 Page 520
 For assignment see R. & M. Book 890 Page 517

attest
Ellie Jammett
 R.M.C.
 at 3 P.M.
 # 26263

Lien Released By Sale Under
 Foreclosure 16 day of April
 A.D. 1963 See Judgment Roll
 No. 26565