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RECORDING FEE PAID \$ 1.50

Greenville, South Carolina 96 mos. BOOK 1148 PAGE 475

# Mortgage Deed - South Carolina - Jim Walter Homes, Inc.

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

Willie Thomas McKenzie & wife Clarice V. McKenzie

WHEREAS,

hereinafter called the Mortgagee, are well and truly indebted to JIM WALTER HOMES, Inc., hereinafter called the Mortgagee, in the full and just sum of Four thousand Six Hundred Ninty-Six & 40/100 Dollars, evidenced by a certain promissory note in writing of even date herewith, which note is made a part hereof and herein incorporated by reference, payable in 96 monthly installments of Forty-Eight & 90/100 Dollars each, the first installment being due and payable on or before the 5th day of May, 1970 with interest at the rate of six per cent (6%) per annum from the date of maturity of said note until paid, and said Mortgagee having further promised and agreed to pay ten per cent (10%) of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said Mortgagee, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms and tenor of said note, and also in consideration of THREE (\$3.00) DOLLARS to them in hand well and truly paid at and before the sealing and delivery 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 Mortgagee, all that tract or lot of land lying, being and situated

in Greenville

County, State of South Carolina and described as follows, to-wit:

All that certain piece, parcel or tract of land in Saluda Township, Greenville County, S.C., lying in the northern corner of the intersection of County Road SS-130 and unnamed county road leading in a northeasterly direction to the Buncombe Road, containing 1 acre, more or less, and having the following metes and bounds:

BEGINNING at a point at the center of the intersection of the above described county roads (which beginning point is 260 ft. northwesterly from the iron pin corner of Annie Taylor BEBBS) and running thence along the unnamed county roads in a northeasterly direction 210 ft. to a point; thence in a northwesterly direction along a line parallel to county road SS-130 210 ft. to an iron pin; thence in a southwesterly direction along a line parallel to the unnamed county road 210 ft. to a nail and stopper in the county road SS-130; thence along county road SS-130 in a southeasterly direction 210 ft. to the beginning and being bounded by two roads on the southeast and the southwest, and being bounded by other lands of the grantor on the northeast and the northwest. This property is a portion of that tract of land containing 69.8 acres conveyed to the grantor herein by deed recorded in Vol. 393 at page 135. For a source of title see Deed Book 664 Page 110.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

TO HAVE AND TO HOLD the above described property unto Mortgagee, his heirs, successors, and assigns forever.

Mortgagee hereby covenants with Mortgagee that Mortgagee is indefeasibly seized with the absolute and fee simple title to said property; that Mortgagee has full power and lawful authority to sell, convey, assign, transfer and mortgage the same; that it shall be lawful for Mortgagee at any time hereafter peaceably and quietly to enter upon, have, hold and enjoy said property and every part thereof; that said property is free and discharged from all liens, encumbrances and claims of every kind, including all taxes and assessments; that Mortgagee will, at his own expense, make such other and further instruments and assurances to vest absolute and fee simple title to said property in Mortgagee that may be requested by Mortgagee; and that Mortgagee will, and his heirs, legal representatives and successors shall, warrant and defend the title to said property unto Mortgagee against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon these express conditions, that if the said Mortgagee shall promptly, well and truly pay to the Mortgagee the said debt or sum of money aforesaid, according to the true intent and tenor of said note, and until full payment thereof, or any extensions or renewals thereof in whole or in part, and payment of all other indebtedness or liability that may become due and owing hereunder and secured hereby, shall faithfully and promptly comply with and perform each and every other covenant and provision herein on the part of the Mortgagee to be complied with and performed, then this deed of bargain and sale shall cease, determine, and be utterly void; otherwise to remain in full force and virtue.

And Mortgagee hereby covenants as follows:

To keep the buildings, structures and other improvements now or hereafter erected or placed on the premises insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm, tornado and water damage, as may be required by the Mortgagee, with loss, if any, payable to the Mortgagee as his interest may appear; to deposit with the Mortgagee policies with standard mortgagee clause, without contribution, evidencing such insurance; to keep said premises and all improvements thereon in first class condition and repair. In case of loss, Mortgagee is hereby authorized to adjust and settle any claim under any such policy and Mortgagee is authorized to collect and receipt for any such insurance money and to apply the same, at Mortgagee's option, in reduction of the indebtedness hereby secured, whether due or not, or to allow Mortgagee to use such insurance money, or any part thereof, in repairing the damage or restoring the improvements on other property without affecting the lien hereof for the full amount secured hereby.

It is further covenanted that Mortgagee may (but shall not be obligated so to do) advance moneys that should have been paid by Mortgagee hereunder in order to protect the lien or security hereof, and Mortgagee agrees without demand to forthwith repay such moneys, which amount shall bear interest from the date so advanced until paid at the rate of six per cent (6%) per annum and shall be considered as so much additional indebtedness secured hereby; but no payment by Mortgagee of any such moneys shall be deemed a waiver of Mortgagee's right to declare the principal sum due hereunder by reason of the default or violation of Mortgagee in any of his covenants hereunder.

Mortgagee further covenants that granting any extension or extensions of the time payment of any part or all of the total indebtedness or liability secured hereby, or taking other or additional security for payment thereof, shall not affect this mortgage or the rights of Mortgagee hereunder, or operate as a release from any liability upon any part of the indebtedness hereby secured, under any covenant herein contained.