

FILED  
APR 6 1975  
GREENVILLE  
SOUTH CAROLINA

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

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, Arthur D. Grahl, a single man

hereinafter called the Mortgagor, are well and truly indebted to JIM WALTER HOMES, Inc., hereinafter called the Mortgagee, in the full and just sum of Seventeen Thousand Two Hundred Eight and No/100----- Dollars (\$17,208.00)

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 132 monthly installments of Ninety-Five and 50/100----- Dollars \$ 95.50 each, the first installment being due and payable on or before the 5th day of April, 1975, with interest at the rate of six per cent (6%) per annum from the date of maturity of said note until paid and said Mortgagor having further promised and agreed to pay ten per cent (10%) of the whole amount of such attorney's fees, if said note be collected by process or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said Mortgagor, 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 THOUSAND DOLLARS to them in hand well and truly paid at and before the sealing and delivery of these presents, do hereby, as witnesses, have granted, bargained, sold, aliened, 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, South Carolina, and bounded as follows, to-wit: Being known and situated in Latvia Prop., Greenville County, South Carolina, being a portion of the Ethel Wall Gilliland property, containing 2.0 acres, more or less.

BEGINNING at a point in the center line of Teller bridge road, property corner T.E. Gillilani; running thence with center line of said road 57-411 106.1 feet to an iron pin, center line of said road, at or near corner of J.A. Wenson, Jr. line, following courses and distances to-wit: thence with Wenson line 21-451 129.0 feet to an iron pin; thence 731-391 10 feet to an iron pin; thence 303-221 65 feet to an iron pin; thence 749-355 71 feet to an iron pin; thence 74-1 11 feet to an iron pin; thence 22-451 30 feet to an iron pin; thence 74-121 22 feet to an iron pin; thence 74-121 32 feet to an iron pin; thence 150-241 11.0 feet to an iron pin of J.A. Wenson, Jr. line; thence with J.A. Wenson, Jr. line 21-241 40 feet to an iron pin; thence 743-351 11 feet to an iron pin corner of J.A. Wenson, Jr. and J.L. Stevens Estate; thence with Wenson Estate line 74-121 43.2 feet to an iron pin; thence 21-451 11.5 feet to an iron pin of J.L. Stevens & Co. line; thence with J.L. Stevens & Co. line 22-451 75 feet to an iron pin corner of Ethel Wall Gilliland; thence 749-351 129.1 feet to an iron pin; thence 387-05 321 feet to an iron pin corner Ethel Gilliland and J.L. and A.L. Gilliland; thence with J.L. and A.L. Gilliland 22-451 206 feet to an iron pin in center line of road; thence 54-001 115.5 feet to the point of beginning.

TOGETHER WITH all the ways, easements, appurtenances, rights, tenements and appurtenances thereunto 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 and one and to accrue therefrom.

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

Mortgagor hereby covenants with Mortgagee that Mortgagee is indefeasibly seized with the absolute and fee simple title to said property, that Mortgagor 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, in and to 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 Mortgagor will, and his heirs, legal representatives and assigns 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 obligations and liabilities that may become due and owing hereunder and secured hereby, shall faithfully and promptly comply with and perform in each and every respect, covenant and provision herein on the part of the Mortgagor to be complied with and performed, then this deed of bargain and sale shall be void, null and void, and be utterly void; otherwise to remain in full force and virtue.

And Mortgagor hereby covenants as follows:

To keep the buildings, structures and other improvements on the premises in the best repair and condition, and to insure the same 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 insurer, may appear, to wit: together with the Mortgagee policies with standard mortgage clause, without contribution, excluding 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, or Mortgagee's portion of the same, to the satisfaction of the indebtedness hereby secured, whether due or not, or to allow Mortgagee to use such insurance money, or portion 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, that shall not be obliged to pay, and shall be deemed to have been paid by Mortgagee hereunder in order to protect the lien or security hereof, all moneys or interest thereon and to pay 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 Mortgagor in any of his covenants hereunder.

Mortgagor 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, or payment thereon, shall constitute a release of the rights of Mortgagee hereunder, or operate as a release from any liability upon any part of the indebtedness hereby secured, unless any covenant herein contained.

SOUTH CAROLINA RECORDS  
\$5 DOLLARS  
\$1 DOLLAR  
\$50 CENTS  
\$20 CENTS  
\$20 CENTS  
\$20 CENTS  
\$20 CENTS  
\$20 CENTS  
GREENVILLE COUNTY

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