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

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

WHEREAS, David E. Hancock & wife, Mary C. Hancock, 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 Sixty Three Thousand, one Hundred Eighty and 00/100 Dollars, (\$63,108.00) 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 one Hundred Eighty monthly installments of Three Hundred Fifty and 00/100 Dollars (\$350.00) each, the first installment being due and payable on or before the Fifth day of August, 1980, 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 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 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 (\$3.00) DOLLARS to them in hand well and truly paid it 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 piece, parcel or lot of land located in part in Greenville County, South Carolina, and in part in Laurens County, South Carolina, being shown and designated as 8.1 acre on a plat entitled "Property of David E. and Mary C. Hancock", dated July 28, 1978, by C.O. Riddle, R.L.S., and recorded in Greenville County Plat Book 55 at Page 67, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in center line of a bridge whereby Knickerbocker Road crosses Rabun Creek, and running thence with the center line of Knickerbocker Road, as follows: S-80-17 W 382.6 feet to a spike; thence S-77-32 W 141.4 feet to an iron pin; thence S-73-08 W 546.5 feet to a nail and cap at or near the center of Knickerbocker Road; thence with the joint line with property of Eli Hancock and Blanche D. Hancock, N-16-52 W 361.20 feet to an iron pin at the joint corner with property now or formerly owned by John L. and Louise L. Woods thence with said Woods line to the center line of Rabun Creek, N-74-30 E 898.2 feet to the center line of Rabun Creek; thence with the center of Rabun Creek, the traverse of which is S-39-52 E 432.86 feet to the point of Beginning.

The above described property was originally thought to be located totally in * TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments 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 accruing 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 Mortgagor 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, including all taxes and assessments; that Mortgagor 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 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 Mortgagor 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 Mortgagor 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 Mortgagor 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 mortgage 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 in 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 Mortgagor to use such insurance money, or any part thereof, in repairing the damage or restoring the improvements or 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 Mortgagor hereunder in order to protect the lien or security hereof, and Mortgagor 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 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 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.

Greenville County, South Carolina. However, a re-survey of the area disclosed that a portion of the above property was, in fact, located in Laurens County, South Carolina, the instant deed is recorded both in Greenville and Laurens Counties, and specific reference is made to the above derivation clause and all matters of record in the chain of title preceding the deed referred to therein for purposes of establishing a chain of title in Laurens County, South Carolina.

FORM JW279 - REV. 5/70 This being a portion of the property conveyed to David E. Hancock and Mary C. Hancock, their heirs and assigns forever, by Deed of George Edwin Knickerbocker, dated August 18, 1978 and recorded in the Clerk of Courts Office for Greenville County in Deed Book 1085 at Page 770, also in the Clerk of Courts Office for Laurens County in Deed Book 217 at Page 318.

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