



*Greenville*  
BOOK 1488 PAGE 967  
NOV 70 REC 853

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

COUNTY OF GREENVILLE

WHEREAS, BOBBY L. KELLEY AND PATRICIA ANN BLUE, AKA - PATRICIA BLUE KELLEY, wife

hereinafter called the Mortgagor, do well and truly indebted to JIM WALTER HOMES, Inc., hereinafter called the Mortgagee, in the full and just sum of Forty Three Thousand Seven Hundred Sixty and No/100 Dollars, (\$43,776.00)

evidenced by a certain promissory note as a part hereof, which note is made a part hereof and herein incorporated by reference, the said note being in the full and just sum of Forty Three Thousand Seven Hundred Sixty and No/100 Dollars, (\$43,776.00) each, the said note being payable in monthly installments of Five Hundred and No/100 Dollars, (\$500.00) each, commencing on the 15th day of March, 1980.

and the Mortgagor shall pay the same on or before the said date and the Mortgagee will, and his heirs, legal representatives and successors shall, warrant and defend the title to said property unto the Mortgagee against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these covenants are upon these express conditions, that if the said Mortgagor shall promptly, well and truly pay to the Mortgagee the said debt in sum of money aforesaid, according to the true terms and tenor of said note, and until full payment thereof, or any part thereof, shall be made in whole or in part, and payment of all other indebtedness or liability that may become due and owing hereunder and in said note, 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.

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To keep the buildings, structures and other improvements now or hereafter erected or placed on the premises insured at an amount not less than the principal amount of the debt 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, as provided with the Mortgagee policies with standard mortgage clause, without contribution, covering such insurance, to keep said premises and all improvements therein 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 receive for any such insurance moneys and to apply the same, in Mortgagee's option, in reduction of the indebtedness hereby secured, whether due or not, or to allow Mortgagee to use such insurance moneys, so any part thereof, in repairing the damage or restoring the improvements or other purposes without affecting the lien hereof for the full amount secured hereby.

It is further covenanted that Mortgagee may, but shall not be obliged to, do) advance moneys that should have been paid by Mortgagee hereunder in order to protect the lien on aforesaid property, and Mortgagee agrees without demand or notice with respect to such moneys, which amount shall be advanced from the date an advance is paid at the rate of a per cent (10%) 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 sum due hereunder to be owing in the event of default or violation of Mortgagee on any of his covenants hereunder.

It is further covenanted that granting any extension or extension of the time payment of any part of all of the total indebtedness or liability secured hereby, or taking other action which in any way affects the payment thereof, shall not affect the mortgage to the rights of Mortgagee hereunder and shall not constitute a release from the liability of the Mortgagor hereunder, under any covenant herein contained.

Witness my hand and seal of the said County of South Carolina, this 15th day of March, 1980, at the City of Greenville, South Carolina.

By J.H. Kelley, Asst. Clerk  
J.H. Kelley, Asst. Clerk

WITNESSES:  
Thomas Woodruff  
Wayne A. Allen

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