

Grant 1384 11587  
1384 11587

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

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS

John O. Jones and wife Mary A. Jones

hereinafter called the Mortgagor, do well and truly obligate to JIM WALTER HOMES, Inc., hereinafter called the Mortgagee, in the full and just sum of Three Hundred Twenty Eight Thousand Dollars (\$328,000.00) 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 180 monthly installments of Two Thousand Eight Hundred Sixty Seven Dollars (\$2,867.00) each, the first installment being due and payable on or before the 5th day of February, 1977, 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 THOUSAND 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, conveyed, 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:

All that certain piece, parcel or lot of land lying and being situated in the town of Cleveland, County of Greenville, State of S. C. containing 0.32 acre, more or less, and being the rear portion of Lot #20 on plat recorded in Plat Book YY at page 51 in the R.M.C. office for Greenville County, S. C. and being more particularly described on plat prepared for John Paul Jones by Carolina Surveying Company dated November 12, 1976 as follows:

BEGINNING at an iron pin point on drive-easement joint corner with Lot #21 and running thence with drive-easement S 70-15N 90.5 to an iron pin, common corner with Lot #19, thence with line of Lot #19 N 10-15 W 135.7' to an old iron pin, joint corner with Lot #25; thence with line of Lot #25 N 76 - 30 E 82.2' to an old iron pin, joint corner with Lot #21, thence with Lot #21 S 12 - 50 E 188' to the point of beginning.

The above described property being a portion of that same property conveyed to Lillie Mae Grasty by deed of M.L. Jerrard dated March 12, 1976 and recorded in Book 1932, page 952 in the R.M.C. office for Greenville County, S. C.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereto belonging in or appurtenant to, 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 trees, income, rents 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 Mortgagee is indelibly bound with the doctrine and for single 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 lawfully 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 required 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.

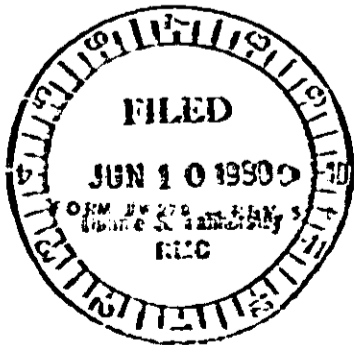
PROVIDED ALWAYS, and these presents are upon these express conditions, that if the said Mortgagee shall languish, well and truly pay to the Mortgagee the said debt or sum of money aforesaid, according to the true intent and tenor of said note, and until full payment thereof, as any covenant or covenant 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 promise 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 it remain in full force and virtue.

And Mortgagee hereby covenants as follows:

To keep the buildings, structures and other improvements now on hereafter erected or to be erected 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 policies 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 receive for any such insurance moneys 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 moneys, 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 obliged 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 collect 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 said 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, unless an express agreement is contained.



JUN 10 1980 21st day of May 1980

Witness my hand and seal this 21st day of May 1980  
J. H. Kelly, Asst. Recorder  
Paul D. ...  
Margaret ...

35303

4328 RV 2