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MAR 24 1970
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Neideigh
Greenville, South Carolina
144 nos.
BOOK 1151 PAGE 45
BOOK 71 PAGE 1557
DAS

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

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, Thomas J. Neideigh & wife Marian E. Neideigh

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 Eleven thousand Sixteen & 00/100 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 144 monthly installments of Seventy Six & 50/100 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 one per cent (1%) 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 (\$300) DOLLARS as them in hand well

It is further covenanted that Mortgagee may (but shall not be obliged to do) advance moneys that should have been paid by Mortgagee herein for 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, but no payment by Mortgagee of any such moneys shall be deemed a waiver of Mortgagee's right to deduct the principal sum so advanced by reason of the default or violation of Mortgagee in any of his covenants hereunder.

Mortgagee covenants that granting any extension or extensions of the time payment of any part of the said indebtedness or forbearing to sue or taking other steps to enforce payment thereof, shall not affect this mortgage or the rights of Mortgagee herein unless specifically in a writing from any party to the indebtedness hereby secured, under any covenants herein contained.

FILED
GREENVILLE
SEP 15 4 30 PM '70
CONNIE S. TAYLOR
CLERK

12 City of Greenville, S.C.
J. R. Kelly, Jr. Notary

RECORDED AND INDEXED
12-17-70
DEPARTMENT OF RECORDS & ADMINISTRATION
M.C. FOR GREENVILLE COUNTY
DECKER 2-1-70

YOUNTS, GROSS, GAULT & SMITH

5379

Conrad
James L. Gault, Jr.
Attorneys

Handwritten signatures: Richard Hill, Jim Bole

YOUNTS, GROSS, GAULT & SMITH

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