RECORDING FEE
PAID $ 10.00

18904

Greenville, South Carolina
144 mos.
BOOK 77 PAGE 1259 [redacted]

BOOK 1149 PAGE 103

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

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

WHEREAS, CHARLES R. CONWELL AND (WIFE) CATHERINE D. CONWELL

hereinafter called the Mortgagor, is well and truly indebted to JIM WALTER HOMES, INC., hereinafter called the Mortgagee, in the full and just sum of NINE THOUSAND SEVEN HUNDRED FIVE AND 60/100 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 SIXTY SEVEN AND 46/100 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 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

TOGETHER WITH all and singular the ways, easements, rights and other rights, and all appurtenances, 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 assurances and assurances as to the absolute and fee simple title to said property to 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, in companies and all improvements thereon in first class condition and mortgagee clause, without contribution, conformable with insurance, or 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, 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 for 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 the mortgage or the rights of Mortgagee hereunder, or operate as a release from any liability upon any part of the indebtedness hereby secured, or any covenant herein contained.

Witness Est
Charles R Conwell
Rte 8 Box 321
Greenville, SC 29611

2237

J. H. Kelly, Asst.

FORM 320 229

209

Jan Bates
Faye Adler

JUL 25 1:32

PAID
JUL 26 1982
R.M.C.