

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

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, Willie Lee McBee and wife Willie B. McBee

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 Thirty Thousand Five Hundred Twenty-Eight and No/100 Dollars, (\$ 30,528.00)

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 One Hundred Sixty-Nine and 60/100 Dollars (\$ 169.60) each, the first installment being due and payable on or before the 5th day of October, 1975 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 well 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 (\$300) DOLLARS to them in hand well and truly paid or and before the sealing and delivery of these presents, the amount 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 hereinafter being and situated in the County of Greenville, State of South Carolina and described as follows, to-wit:

All that certain piece, parcel or lot of land situate, lying and being near Travelers Rest, in Greenville County, State of South Carolina, and being shown as Lot No. 12, on plat entitled "Roosevelt Heights", prepared by W.O. McDowell Jr., which plat is recorded in the R.M.C. Office, for Greenville County, South Carolina in Plat Book S, at page 203, and being a portion of that property conveyed to Willie Lee McBee and Lois Brown McBee, by deed of W. Raymond Williams, dated January 8, 1958, and recorded January 9, 1958, in Deed Book 590, at page 423 in the R.M.C. Office for Greenville County, South Carolina.

For a source of title see Deed Book 590 Page 423.

TOGETHER WITH all and singular the ways, easements, appurtenances, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements thereon now 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 Mortgagee is indefeasibly seized with the absolute and fee simple 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 peaceably and quietly to enter upon, use, hold, sell and dispose of 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 requested by Mortgagee, and that Mortgagor will, and his heirs, legal representatives and assigns shall warrant and defend the title to said property unto Mortgagee against the lawful claims and demands of all persons whomsoever.

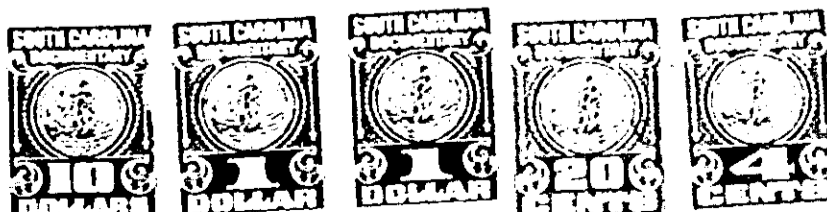
PROVIDED ALWAYS, and these presents are upon these express conditions, that if the said Mortgagor shall promptly, well and truly pay to the Mortgagee the said debt or sum of money aforesaid, according to the true intent and tenor of said note, and until full payment thereof, or any extensions or renewals 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 every other covenant and provision herein on the part of the Mortgagor to be complied with and performed, then this deed hereof and hereof 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 thereon hereafter erected, and the premises insured in an amount not less than the principal amount of the note at record against all loss or damage by fire, wind, storm, hail, lightning and water damage, as may be required by the Mortgagee, with loss, if any, payable to the Mortgagee as his insurer, may appear, to be kept with the Mortgagee policies with standard mortgage clause, without contribution, exclusion, such amount not to 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 to Mortgagee's satisfaction in reduction of the indebtedness hereby secured, whether due or not, or to allow Mortgagee to use such insurance to repair or repair 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 Mortgagor may, but shall not be held liable to, advance moneys that should have been paid by Mortgagee hereunder in order to protect the lien or claims hereof, and Mortgagee agrees with Mortgagor 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 Mortgagee 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.



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