

FILED
MAR 3 1980
Doris S. Tankersley
RMC

BOOK 1497

18

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

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

WHEREAS, Bobby L. Kelley and Patricia Ann Blue, AKA - Patricia Blue Kelley
Wife, 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 Thirteen Thousand Two
Hundred Nineteen and 20/100 Dollars, (\$13,219.20)

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 Ninety one and 80/100 Dollars (\$91.80) each, the
first installment being due and payable on or before the 5TH day of March, 1980,

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 (\$3.00) 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, 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 lying, being and situated
in GREENVILLE County, State of South Carolina and described as follows, to-wit: All that

piece, parcel or tract of land in Saluda Township, Greenville County, State
of South Carolina, situate, lying and being on a County Road, off of Terry
Creek Road, containing 15.11 acres and being more particularly described
according to a plat of survey by W.R. Williams, Jr., Engineer, dated August 27,
1976, as follows:

BEGINNING at an iron pin in the center of a County Road, which iron pin is
1,081.8 feet from the center of the intersection of said County Road and Terry
Creek Road, and running thence along the center of said County Road and
following the curvature thereof, the chords being N-44-01 E 150 feet, N-41-34
E 244.1 feet, and N-24-31 E 218.4 feet to an iron pin in the center of said
road; thence S-59-20 E 25 feet to an iron pin on the edge of said road; thence
continuing S-59-20 E 1,069.6 feet to an iron pin in the line of property now
or formerly belonging to Brashier; thence along Brashier's line S-32-05 W
406 feet to an iron pin and S-15-22 W 205.9 feet to an iron pin; thence N-59-
08 W 1,093.7 feet to an iron pin on the edge of the aforementioned County Road;
thence continuing N-59-08 W 25 feet to the beginning corner.

The above said 15.11 acres is the identical property conveyed August 19, *
TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances there-
unto 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 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 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 created 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, to deposit with the Mortgagee policies with standard
mortgage clause, without contribution, evidencing such insurance; 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, 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 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 here-
under, or operate as a release from any liability upon any part of the indebtedness hereby secured, under any covenant herein contained.

1977 by Deed of Virginia B. Mann to "Patricia Ann Blue, Her Heirs and Assigns,
Forever;" said Deed having been filed August 22, 1977 in the RMC Office for
Greenville County South Carolina and Recorded in Deed Book 1063 at Page 152/153.