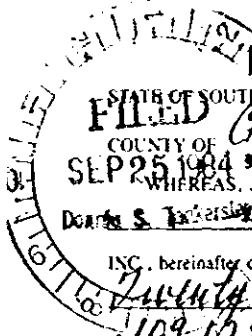


Greenville

Mortgage — South Carolina — Jim Walter Homes, Inc.



STATE OF SOUTH CAROLINA
FILED GREENVILLE
COUNTY OF

SEP 25 1984
WHEREAS

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Deeds S. 1683-165

Robert L. Raines and Terrye E. Raines

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 One Hundred and Nine Thousand One Hundred

Twenty Eight and 100/100 Dollars.

(109,128.00), 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 240 monthly installments of Four Hundred Fifty Four and 70/100

Dollars (\$ 454.20) each, the first installment to become due and payable on the date set forth in the Completion Notice ("Commencement Date") to be mailed or delivered by Jim Walter Homes, Inc., to the undersigned upon completion by Jim Walter Homes of its contract obligations set forth in a building contract of even date herewith between Jim Walter Homes, Inc. and the undersigned, and one installment to become due on the same day of each succeeding month until payment in full. If not sooner paid, the entire outstanding indebtedness shall be due and payable 240 months from the Commencement Date.

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 certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 178 on a plat of Pine Forest, recorded in the RMC Office for Greenville County in Plat Book QQ at page 106-107, and described as follows; BEGINNING at an iron pin on the Eastern side of Greentree Road, at the joint front corner of Lots 178 and 179, and running thence with the line of Lot 179, N-86-32 E 160 feet to pin in line of Lot 180; thence with the line of Lot 180, N-27-47 E 84.5 feet to pin on Lanewood Drive; thence with the Southwestern side of Lanewood Drive, N-63-01 W 190.7 feet to pin; thence with the curve on the intersection of Lanewood Drive and Greentree Road, S-56-10 W 48.8 feet to pin on Greentree Road; thence with the Eastern side of said road, S-4-38 E 144.2 feet to the point of Beginning.

Being in all respects the same property conveyed to "Robert L. Raines and Terrye E. Raines, their heirs and assigns forever"; by Deed from Donald W. Williams and Jeanne G. Williams, which Deed is recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1196 at page 118.

Revised to correct original Mtg. recorded in Bk. 1675 Pg. 441 on 8/1/84 for amount.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances, therunto 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, its 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 erected or placed on the premises insured in an amount not less than the actual cash value of the house or the unpaid balance of the cash price 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 mortgagee 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.

In the event said premises are condemned, the proceeds of any condemnation award shall be paid to and are assigned to Mortgagee.

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 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 hereunder, or operate as a release from any liability upon any part of the indebtedness hereby secured, under any covenant herein contained.

It is further covenanted and made of the essence hereof that in case of default for thirty days in the performance of any of the covenants herein on the part of the Mortgagor, then it shall be optional with Mortgagee to consider all unmatured indebtedness or liability secured hereby, and accrued interest thereon, as immediately due and payable, without demand and without notice or declaration of said option, and Mortgagee shall have the right forthwith to institute proceedings to enforce the collection of all moneys secured hereby or to foreclose the lien hereof.

THIS INSTRUMENT PREPARED BY
JIM WALTER HOMES, INC.

