

Mortgage — South Carolina — Jim Walter Homes, Inc.

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STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, Walter J. Byers and Vanessa Byers

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

eighty seven thousand, two hundred and twenty four dollars and 00/100 (\$87,624)

evidenced by a certain promissory note in writing of even date herewith, which note is made a part hereof and hereby incorporated by reference, payable in 240 monthly installments of

three hundred and sixty six dollars and 10/100 Dollars (\$365.10) each, the first installment to become due and payable on the date set forth in the

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:

Exh. "A"

All that piece, parcel or lot of land on the Westerly side of Ridge Road in Austin Township, Greenville County, State of South Carolina, and having, according to plat of property prepared by Campbell & Clarkson on October 28, 1969, the following metes and bounds, to-wit:

Beginning at an iron pin in the center of Ridge Road at joint corner with A. W. Sullivan (or formerly) property and running thence S. 78-03 W. 200 feet to an iron pin; thence N. 1-23 E. 75 feet to an iron pin; thence N. 78-03 E. 200 feet to an iron pin in the center of Ridge Road; thence along center of said Ridge Road S. 1-23 W. 75 feet to an iron pin at the point of beginning.

The abovescribed property is the same tract conveyed to the Grantors herein by Deed of Elsie Bell Burnside, dated and recorded on August 3, 1970 in Deed Volume 895 at page 247 in the R.M.C. Office for Greenville County, South Carolina.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, 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, its 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, 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 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 Mortgagee 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 Mortgagee 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 Mortgagee 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.

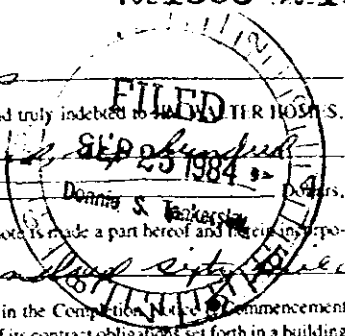
In the event said premises are condemned, the proceeds of any condemnation award shall be paid to and are assigned to Mortgagee.

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 Mortgagee 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 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.

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 Thomas E. ... Attorney P. O. ... Tampa, FL 33602



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