

THIS IS A MORTGAGE OF CORRECTION TO CORRECT THAT CERTAIN  
MORTGAGE DATED SEPT. 26, 1974, AND RECORDED IN BOOK 1325, PAGE 149,  
GREENVILLE COUNTY, SOUTH CAROLINA.

134 423

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

**STATE OF SOUTH CAROLINA**

*J. J.*

COUNTY OF

WHEREAS, the same is now proposed to be issued in single

, hereinafter called the Mortgagor, are well and truly indebted to JIM WALTER HOMES, Inc., hereinafter called the Mortgagee, in the full and true sum of One hundred and twenty thousand and 00/100 Dollars, \$120,000.00, 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 monthly installments of Sixty thousand and 00/100 Dollars \$600.00 each, the first installment being due and payable on or before the day of , 19 , with interest at the rate of six per cent (6%) per annum from the date of issuance of this note until paid, and said Mortgagor having further promised and agreed to pay ten per cent (10%) of the whole amount of the above note's fee, it will now be collected by attorney or through legal processes of any kind, reference being thereto had in law and equity.

**NOW, KNOW ALL MEN.** That the said Messengers, do hereby pay to the said Sets and Cards the sum aforesaid, and for better securing the payment thereof, according to the terms and conditions aforesaid, and as a consideration of THREE HUNDRED DOLLARS in them in hand well and truly paid at and before the sealing and delivering of these presents, the Set and Card aforesaid, have executed, delivered, valid and released, and by these presents do grant, bargain, sell and release unto the said Messengers, all that tract or lot of land lying, being and situated

Carolina, South Carolina, and Virginia as follows, to wit:

TOGETHER WITH all and singular the maps, chartes, topographical surveys, tables, books, papers, documents, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the rents, issues, profits, rights, franchises, immunities, franchises, tenures and hereditaries of that heretofore may be erected, or now are thereon, and all fixtures annexed thereto and all rents, issues, profits, dues and franchises arising and to accrue thererfrom.

**TO HAVE AND TO HOLD** the above described property, unto MARGARET, her heirs, executors, and assigns forever.

Mortgagor hereby covenants with Mortgagor that Mortgagor shall, at all times, hold said property with the absolute and fee simple title to said property, that Mortgagor has full power and lawful authority to sell, convey, assign, transfer and otherwise dispose of the same, that it shall be lawful for Mortgagor 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, and that Mortgagor further covenants and agrees that Mortgagor will, at his own expense, make such other and further instruments and documents to vest absolute and fee simple title to said property in Mortgagor that may be requested by Mortgagor, and that Mortgagor will, and his heirs, executors, representatives and assigns, shall warrant and defend the title to said property unto Mortgagor 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 Mortgagor 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 memorandum or renewals thereof in whole or in part, and payment of all other moneys due and payable that may become due and owing hereunder and secured hereby, shall faithfully and promptly comply with and perform every and every clause, covenant and provision herein on the part of the Mortgagor to be complied with and performed, then this deed of trust, and so shall leave standing, and be utterly void; otherwise to remain in full force and virtue.

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To keep the buildings, structures and other improvements in good repair and to pay all the premiums required at an amount not less than the principal amount of the note at interest against all losses caused by fire, windstorms, tornadoes and water damage, as may be required by the Mortgagor, with loss, if any, payable to the Mortgagor as his sole and sole agent to defend such the Mortgagor policies with standard insurance company, without contribution, evidence such insurance to him and pictures and all improvements thereto in first class condition and repair. In case of loss, Mortgagor is hereby authorized to adjust and settle all claim under one such policy and Mortgagor is authorized to collect and receive for any such insurance money and to apply the same to Mortgagor's account, in reduction of the indebtedness hereby secured, whether due or not, or to allow Mortgagor to use such insurance to repair or put right, in repairing the damage or restoring the improvements or other property without affecting the lien he has for the full amount secured hereby.

It is further covenanted that Mortgagor shall pay to Mortgagee on demand, advance money that should have been paid by Mortgagor hereunder in order to protect the lien of Mortgagor hereunder, Mortgagor shall pay to Mortgagee interest on such sums, 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 Mortgagor of any such money shall be deemed a waiver of Mortgagor's right to declare the principal sum due hereunder by reason of the default or violation of Mortgagor in any of his covenants hereunder.

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

