

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

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS *Pruitt*

Ernie Lee Pruitt and wife Betty J.

hereinafter called the Mortgagee, are well and truly indebted to JIM WALTER HOMES, Inc., hereinafter called the Mortgagor, in the full and true sum of *Fifty Thousand and No/100* Dollars, \$15,390⁰⁰, 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 *Eighty five and No/100* Dollars, \$85⁰⁰ each, the first installment being due and payable on or before the *5th* day of *August*, 1976, with interest at the rate of six per cent (6%) per annum from the date of maturity of said note, and said Mortgagee having further promised and agreed to pay ten per cent (10%) of the whole amount of the principal sum of said note and interest thereon through legal proceedings of any kind, reference being thereunto had with interest as aforesaid.

NOW KNOW ALL MEN, That the said Mortgagee, in full confidence in the ability and character of the said Mortgagor, and for better securing the payment thereof, according to the terms and tenor of said note, and in full confidence of THEMSELVES \$15,390 DOLLARS to them in hand well and truly paid or and before the sealing and delivery of these presents, the said Mortgagor and wife, have granted, conveyed, 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 the County of Greenville, State of South Carolina, and described as follows, to-wit:

All that certain parcel or tract of land in Chick Springs Township, of Greenville County, South Carolina, located near the Pleasantview Baptist Church, lying on the old Rutherford Road containing 0.66 acre, more or less, and being more particularly described according to plat prepared by Wolfe & Husky, Inc., Engineering and Surveying, dated May 12 1976.

BEGINNING at an iron pin in said old Rutherford Road and running thence N20-00 E 210' to an iron pin; thence S40-00 E 245' to an iron pin; thence S05-55 W 139' to an iron pin; thence N67-15 W 262.2' to an iron pin, the point of beginning.

The above described property being a portion of that same property conveyed to Ruth C. Pruitt by deed dated August 17, 1972 and recorded September 1, 1972 in the R.V.C. Office for Greenville County in Deed Book 95H, Page 5.

TOGETHER WITH all and singular the ways, easements, appurtenances, rights, titles and interests, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all other things in anywise necessary or convenient for the full enjoyment and use of that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, issues, profits and proceeds of same 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, have, hold and enjoy the same, with full power and right to put and cause to be put, and discharged from all liens, encumbrances and claims of every kind, including but not limited to taxes and assessments, that Mortgagee will, at his own expense, make such other and further instruments and assurances to and about said fee simple title to said property as Mortgagee may be requested by Mortgagee, and that Mortgagee 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 whatsoever.

PROVIDED ALWAYS, and these presents are upon these express conditions, that if the said Mortgagee shall promptly, well and truly pay to the Mortgagee the said debt or sum of money aforesaid, according to the true tenor 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 the same and every other covenant and provision herein on the part of the Mortgagee to be complied with and performed, then this deed of bargain and sale shall cease, terminate, 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 made, or to be made on the premises covered 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 or her interest may appear, to comply with the Mortgagee policies with standard mortgage clause, without contribution, endorsement, 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 the claim under any such policy and Mortgagee is authorized to collect and receive for any such insurance moneys 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 moneys, or any part thereof, in repairing the damage or restoring the improvements or other property without affecting the lien hereon for the full amount secured hereby.

It is further covenanted that Mortgagee may, but shall not be obliged to, advance moneys that should have been paid by Mortgagee hereunder in order to protect the lien or security hereof, and Mortgagee reserves with respect to such advances, 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.

Mortgagee 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 action 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.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set his hand and seal, and the said Mortgagor and wife, have hereunto set their hands and seals, and subscribed their names, at Greenville, South Carolina, this 15th day of August, 1976.



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