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

STATE OF SOUTH CAROLINA

COUNTY OF WHEREAS.

Philip J. Greenwood + Mildred V. Greenwood

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 Sixty two thousand nine hundred four ^{xx}/₁₀₀ Dollars, (\$ 62,904) 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 Two hundred sixty two ^{xx}/₁₀₀ Dollars (\$ 262.10) each, the first installment being due and payable on or before the 5 day of February, 19 84, and said Mortgagee having further promised and agreed to pay ten per cent (10%) of the whole amount due for attorney's fee, if said fee to 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) 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

Greenville County, State of South Carolina and described as follows, to-wit:

All that certain piece, parcel or lot of land, lying and being in Greenville Township, Greenville Co. State of South Carolina, on Dukeland DR., between Christopher St., and King St., in the San Souci Section, located approximately 2 miles N. of the city of Greenville, and being more particularly described as to courses and distances, metes and bounds, according to a plat entitled, "Survey for Philip J. Greenwood--Mildred Greenwood," by Sberald G. Sharp, Surveyor, dated October 27, 1983, and recorded in Plat Book 1067, Page 5, in the R.M.C. Office of Greenville Co., and being more particularly described as follows: Beginning at an iron pin set 70.0 feet Southeasterly of an iron pin set on the ROW of Dukeland Dr., (Dukeland Dr. iron pin 150.0 ft. Northeasterly of the intersection of Christopher St. and Dukeland Dr); proceeding thence S. 20°06' E. 130.0 ft. to an iron pin found; thence S. 55°55' W. 75.0 ft. to an iron pin set; thence N. 20°06' W. 130.0 ft. to an iron pin found thence N. 55°55' E. 75.0 ft. to an iron pin set and the point of beginning. EASEMENT ROW.: Beginning at an iron pin set on Dukeland Dr., 130.0 ft. from the intersection of Dukeland Dr. and Christopher St. in a northeasterly direction; proceeding thence N. 55°55' E. 20.0 ft. to an iron pin set; thence S. 20°06' E. 70.0 ft. to an iron pin set on the northeasterly corner of the afore described tract of land; proceeding thence S. 55°55' W. 20.0 ft. to an iron pin set; thence N. 20°06' W. 70.0 ft. to an iron pin set, and the point of beginning. Said property is bounded on the E. by Lot #6, on the S. by lot #15, on the W. and N.W. by property of Greenwood and on the N. by Dukeland Dr. This being the *

TOGETHER WITH all and singular the ways, easements, appurtenances 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, 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 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 up all 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 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 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 Mortgagee 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 property or the unpaid balance of the cash price against all loss or damage by fire, windstorm, hail 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 receive 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 on other property, without affecting the lien hereof for the full amount secured hereby

Mortgagee further covenanted that Mortgagee may (but shall not be obligated to do) advance moneys that should have been paid by Mortgagee hereunder in order to protect the lien or security hereof, and Mortgagee agrees without demand to forthwith repay such moneys, which amount shall be repaid or 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 indebtedness 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 security for payment thereof, shall not affect this mortgage or the rights of Mortgagee hereunder, nor operate as a release from any liability upon any part of the indebtedness hereby secured, under any covenant herein contained

*same property conveyed by Grantee herein by deed dated October 19, 1983, from Kenneth Quinn Manley Barnett and recorded in Deed Volume 1199, Page 36, recorded on October 21, 1983, in the Greenville County R.M.C. Office.

FORM 16279 Rev. 1-81

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