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BOOK 73 PAGE 631
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Mortgage Deed - South Carolina - Jim Walter Corporation

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

WHEREAS WILLIAM T. GREEN JR. AND (WIFE) LOUISE GREEN

hereinafter called the Mortgagor, are well and truly indebted to JIM WALTER CORPORATION, hereinafter called the Mortgagee, in the full and just sum of EIGHT THOUSAND ONE HUNDRED TWENTY ONE AND 60/100 Dollars, 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 144 monthly installments of FIFTY SIX AND 7/100 Dollars each, the first installment being due and payable on or before the 5th day of MARCH, 1970.

TO HAVE AND TO HOLD the above described property unto Mortgagee, his heirs, successors, and assigns forever.
Mortgagee hereby covenants with Mortgagor that Mortgagor 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 or any one 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 whatsoever.
PROVIDED ALWAYS, and these presents are upon these express conditions, that if the said Mortgagee 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 extension or renewal 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, 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 erected or placed on the premises insured 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 interest may appear, to become 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 the net proceeds of any such insurance policy 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.

It is 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 liens hereof, and Mortgagee agrees without demand to reimburse and pay such moneys, which amount shall bear interest from the date of advance until paid at the rate of six per cent 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 extension of the term of payment of any part or all of the said indebtedness or liabilities secured hereby, or making other or additional loans for payment thereof, shall not affect the lien of this deed of Mortgage hereunder, as operate as a release from any liability upon any part of the indebtedness hereby secured.

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SOUTH CAROLINA
SHERIFF
FORM JW 279
G.P.

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J. H. Kelly
J. H. Kelly, Asst.

WITNESSES
Jan Boles
Bryce Adler

APR 12 1982

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