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Greenville S C 144 no  
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Mortgage Deed - South Carolina - Jim Walter Homes, Inc.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

WHEREAS, James E. Tilley & wife Barbara Tilley

hereinafter called the Mortgagee, are well and truly indebted to JIM WALTER HOMES, Inc., hereinafter called the Mortgagee, in the full and just sum of Seven Thousand Eight Hundred, Forty-Eight & 00/100 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 Eighty-Two & 00/100 Dollars each, the first installment being due and payable on or before the 5<sup>th</sup> day of September, 1970, with interest at the rate of six per cent (6%) per annum from the date of maturity of said note until paid, 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 note be collected by attorney or through legal process hereof, and said Mortgagee has covenanted and agreed to maintain full force and effect of said promissory note, and to insure the same with a first mortgage 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.

It is further covenanted that Mortgagee may (but shall not be obliged to do so) advance moneys that should have been paid by Mortgagee hereunder in order to perfect the lien of security hereof, and Mortgagee agrees without demand to reimburse or pay such moneys, 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 extra **PAID AND FULLY SATISFIED** or all of the total indebtedness or liability secured hereby, or making 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 property hereon, or any part thereof, under any covenants herein contained.

*Conceded*  
Amis & Lusk  
K13

JUL 6 1970  
J. H. Kelly, Asst. President  
JIM WALTER HOMES, INC.

PAID  
JUL 6 1970

WITNESSES:  
J. H. Kelly  
J. H. Kelly

WITNESSES:  
J. H. Kelly  
J. H. Kelly

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