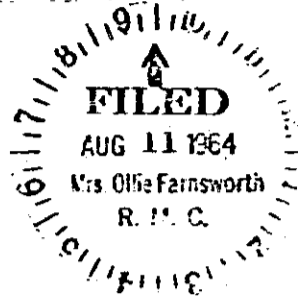


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BOOK 968 PAGE 45

BOOK 42 PAGE 379

### Mortgage Deed - South Carolina - Jim Walter Corporation

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

Sr.

WHEREAS, John W. Clark and wife Ruth Clark a/k/a Ruth V. Clark

beginning called the Mortgagee, well and truly indebted to JIM WALTER CORPORATION, hereinafter called the Mortgagee, in the full and just sum of Seven thousand two hundred eighty six and 40/100 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 and 60/100 Dollars each, the first installment being due and payable on or before the 15th day of September, 19 64.

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 proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said Mortgagee, 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 (\$300) 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 in Greenville County, State of South Carolina and described as follows, to-wit:

**All that certain piece, parcel or lot of land being and situated in Chick Springs Township, Greenville County, S. C. and being more particularly**

**PROMISED 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 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 deposit with the Mortgagee policies with standard mortgagee 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 receipts 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 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 obligated to) advance money that should have been paid by Mortgagee hereunder in order to protect the lien or security hereof, and Mortgagee agrees with 10292 to forthwith pay such amount 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 portion of the total indebtedness or liability secured hereby, or taking other or additional security for payment thereof, shall not affect the mortgage or the rights of Mortgagee hereunder, or operate as a release from any liability upon any part of the indebtedness hereby secured, unless such covenant herein is so worded.

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Witnesses:  
Donnie S. Tankersley  
J.H. Kelly

GREENVILLE CO. S. C.  
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