

RECORDING FEE  
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OCT 5 1970  
GREENVILLE S.C.

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Greenville S.C. 76 PAGE 1497  
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Mortgage Deed - South Carolina - Jim Walter Homes, Inc.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

WHEREAS, RUFUS SMITH AND (WIFE) ETHEL S. SMITH

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 SIX THOUSAND FIVE HUNDRED THIRTY SEVEN AND 1/10 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 FORTY FIVE AND 7/100 Dollars each, the first installment being due and payable on or before the 5 day of JANUARY, 1971, 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 due to 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 do so) advance moneys that should have been paid by Mortgagee hereunder in order to protect the lien of security hereof, and Mortgagee agrees without demand to forthwith repay 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 in any such business 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 making any extension or extension of the term payment of any part or all of the total indebtedness or liability secured hereby, or making other or additional security or collateral, 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 hereof.

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

WITNESSES:  
Tracy Adair  
L. J. Adair

Acknow, Ethel S. Smith

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