SEP 1 3 1963

CHARLOTTE, N. C.

Mortgage Deed - South Carolina - Jim Walter Corporation

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS,

Sylvester Griffin gas wife Coopen Deliffin

, hereinafter called the Mottragor, are well and by indebted to JIM WALTER CORPORATION, hereinafter called the Mortgagee, in the full and just sum of representation of the configuration promissory note in writing of even date herewith, which note is made a part hereof and herein incorporated by reference. 144 monthly installments of ALATY SIX A. 1,0/100 Dollars each, the

with interest at the tate of six par cent (6%) per annum from the date of maturity of said note, until paid, and said Mortgagor 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 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 (\$3,00) DOLLARS to them in hand well and truly paid at and before the scaling 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 Môrkagee, 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 coring diago, received to the rounds, torid a continue in the City of Greenville, County of There ille, italy in a count man color more partic large complete transfer perficiently accepted to the restrict of Record at, sold point being located S-19-00-E 33.7 for the restrict of Record at, sold point being located s-19-00-E 33.7 for the section of Leafuer of Lot 10 and the continuation of the Taylor of Lot 10 and the continuation of the Taylor of Lot 11 and the restrict of the duty, recorded the list, back and the file of the tensor of the vest of the of the tensor of Leafuer 1-1-00-1050.0 feet the action of the tensor of th as déscribed le fict eacher de la lague. Griffin; Seid de la tur anty eacher e of the Feriet e la leane Conveye de thy as déscribed in that contact read to invite toward to throis too to Frois Jos 1.71110

For further reference see deed recorded in Book M at Page 202.

TOGETHER WITH all and singular the ways, easements, riparian 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 Mortgagoe that Mortgagor is indefeasibly seized with the absolute and lee simple title to said property; that Mortgagor 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 enoy 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 Mortgagor will, at his own expense, make such other and further instriments and assurances to vest absolute and fee simple title to said property in Mortgagor will, at his own expense, make and that Mortgagor will, and his heris, legal representatives and successors shall, warrant and defend the title to said property unto Mortgagee against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon these express conditions, that if the said Mortgagor shall promptly, well and truly pay to the Mortgagee the said debt or sum of money afteresaid, according to the true intent and tenor of, and note, and until full payment thereof, or any extensions or renewals thereof in whole or in part, and payment of all other indebtedness of 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 Mortgagor to be compiled with and performed, then this deed of bargain and sale shall cease, determine, and be uterly void; otherwise to remain in full force and virtue.

And Mortgagor hereby covenants as follows

And Mortgager nettery covenants at colors.

To keep the buildings, structures and other improvements now or hereafter creeted or placed on the pienises insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm, tortusdo 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 lists class condition and repair. In case of loss, Mortgagee in hereby authorized to adust and settle any claim under any such policy and Mortgagee is authorized to collect and receipt for any such insurance money and to apply the same, at Mortgagee or claim of the indebtedness hereby sectured, whetherefue or not, or to allow Mortgagor to use such insurance mones, or any part thereof, in repairing the damage or restoring the simptovements 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 so to (lo)) advance moneys that should have been paid by Mortgagor hereunder in order to protect the lien or security hereof, and Mortgagor gerees without demand to forthwith repay such moneys, which amount shall bear interest from the date so advanced until paid at the rate of (x) 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 waivee of Mortgagee's right to declare the principal sum due hereunder by reason of the default or violation of Mortgagor in any of his covenants hereunder.

Mortgagor further covenants that granting any extension of extensions of the time payment of any part or all of the tonk 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, or operate as a release from any liability upon any part of the indebtedness hereby secured, under any towenant herein contained.

g .5