## Mortagge Deed - South Carolina - Jim Walter Homes, Inc.

| Mongage Book Coom of the Market Property of t |
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| STATE OF SOUTH CAROLINA ,  |
| COUNTY OF GREENVILLE WHEREAS. James & Hall and Sandra L. Hall hereinafter called the Morrisagor, are well and arule indebted to JIM WALTER   |
| COUNTY OF CAR TO WELL Souden 1. Hall   |
| WHEREAS, WALLED WILLIAM STATES AND THE WALLED  |
| , hereinaster called the Mortgagor, are well and truly indebted to JIM WALTER  |
| HOMES. Inc., hereinafter stalled the Mostigascock in the study and just sum of flity Thill Thousand Ling Hundred Singly Light and most political politics, 15 43,66800,  |
| evidenced by a certain promissory note in writing of even date herewith, which note is made a part hereof and herein incorporated by reference,  |
| evidenced by a certain promissory note in pritting of even date herewith, which note is made a part hereof and herein incorporated by reference, payable in  |
| first installment being due and payable on or before the 5 TH day of July 19.  |
| with interest at the rate of six per cent (6%) per annum from the date of maturity of said 400e unity paid, and said Morigagor naving 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 tudy 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 sealing and delivery of these presents, the teceipt 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   |
| County, State of South Carolina and described as follows, to-wit:  |
| All that piece, parcel or lot of land situate, lying and being in wakiawh  |
| Rounghin Greenville County. South Carolina, containing 2.20 acres, more or   |
| less, located at the Southwestern corner of the intersection of Whitt Road and   |
| McMahan Road (Pelzer Road), and having the following metes and bounds according  |
| to a plat of a (Survey for James G. Hall & Sandra L. Hall), dated March 29,  |
| 1979, prepared by Carolina Surveying Co., and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat 300k 7-D at Page 67.  |
| BEGINNING at the Southwestern corner of the intersection of Whitt Road and   |
| McMahan Road running thence along the Northwestern edge of Whitt Road, S-12-15   |
| w 210 feet to a point; thence along the Northwestern edge of John D. Leslie,   |
| g_Rhy w 286 1 feet to an old iron win: thence continuing along the North-  |
| western edge of said Leslie property S-71-28 W 209.9 feet to an old iron pin   |
| on the right-of-way of the PER R.R.; thence along the right-of-way of said   |
| railroad N-3-05 W 209.8 feet to an old iron pin on the Southeastern edge of  |
| McMahan Road: thence along the Southeastern edge of McMahan Road N-74-20 K   |
| 115.2 feet to an old iron pin; thence continuing along the Southeastern edge   |
| of said road N-68-11 E 97 feet to an old iron pin; thence continuing along the   |
| 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 bereby covenants with Mortgagee that Mortgagor is indeteasibly seized with the absolute and fee 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 entoy said property and every part thereof; that said property is free and listsharged 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 instruments and assurances to vest absolute and fee simple title to said property in Mortgagee that may be requested by Mortgagee; and that Mortgagor will, and his heits, 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 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  |

one Mortgagor to be complied to remain in full force and virtue.

And Mortgagor hereby covered to the control of the covered to the covered t the Mortgagor to be complied with and performed, then this deed of bareain and sale shall cease, determine, and be utterly void; otherwise to

And Mortgagor 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 in hereby authorized to adjust 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's option, in reduction of the indebtedness hereby secured, whether due or not, or to allow Mortgagor to use such insurance money, or any part thereof, in repairing the damage or restoring the improvements or Dother property without affecting the lien hereof for the full amount secured hereby.

It is further covenanted that Mortgagee may (but shall not be oblinated so to do) advance moneys that should have been paid by Mortgagor hereunder in order to protect the lien or security hereof, and Mortgagor 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 Mortracee 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 Mortgagor in any of his covenants hereunder.

Mortgagor further covenants that granting any extension or extensions of the time payment of any part or all of the total 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 covenant herein contained.

Southeastern edge of said road N-64-19 E 331.3 feet to the beginning corner and being a portion of the property described in a deed from Sarah F. Bennett to John David Leslie, dated August 19, 1961 and recorded on September 6, 1961 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 581 at Page 302. Above said 2.20 acres is the identical property conveyed Earch 30, 1979 by

Deed of John David Leslie to James G. Hall and Sandra L. Hall; said Deed being recorded in the RMC Office for Greenville County FORM JW 279 - REV. 5/70

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Un South Carolina in Deed Book 1100 at Page 649