

## **MORTGAGE**

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KNOW ALL MEN BY THESE PRESENTS that James Jones  
and Geneva Palmore his wife

State of South Carolina, I acknowledge another one or more debts the Mortgagee has before you, to whom I owe **Nationwide Lumberuum**  
**at Greenville Court, State of South Carolina**, to whom I owe **Nationwide Lumberuum**, **Four thousand**  
**Three hundred Four Dollars** **4304.96** I evidenced by a Home Improvement Credit Sale Agreement if ever due to them.

NOW for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same, Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee, his successors and assigns, the following described lot or parcels of land situated in **Creeen v. t. t. C.**, County, State of South Carolina, to wit:

3 S.C

BU '80

SLEY

amount due:	162800.00
recording fee:	4.00
doc stamps.	1.16
Chase	516

## Chancery

Together with all rights, members, privileges, hereditaments, easements and appurtenances belonging or appertaining, Mortgagor agrees to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against said Mortgagor, his heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof, and Mortgagor hereby covenants and warrants that he has a fee simple title to said property free from all encumbrances except:

TO HAVE AND TO HOLD all and singular the aforesigned and bargained premises unto the Mortgagor forever; provided always that if the Mortgagor shall and will pay to the order of the Mortgagor according to its tenor and effect that certain Home Improvement Credit Sale Agreement of even date herewith and secured hereby and any other sums which become owing to the Mortgagor or to the Mortgagor prior to cancellation hereof, then this mortgage shall cease terminate and be void otherwise to remain in full force and effect.

The Mortgagor agrees and covenants to pay all taxes and special assessments against the property, and agrees to pay all taxes levied under the laws of this State on the indebtedness secured hereby. Mortgagor further covenants and agrees that he will at all times until the release of this mortgage keep in force a policy of insurance on that portion of the mortgaged property which is insurable covering loss and damage to the land and the other casualties covered by the usual comprehensive casualty insurance policy. Such policy shall be in an amount not less than the balance owing upon the indebtedness secured hereby, with loss payable to the Mortgeree. In the event of loss, Mortgagor shall give immediate notice by mail to the Mortgeree, who will make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment of such loss directly to the Mortgeree instead of the Mortgagor and Mortgagor jointly, but in the event any payment is made jointly, Mortgagor hereby authorizes Mortgagor to endorse the name of any check, draft or money order as his attorney in fact. Upon payment for loss, the Mortgagor may in this state action, apply for and agree to reduce the balance of the indebtedness so as to restore the mortgage property.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and will not commit or permit anything else to damage, waste, reasonable wear and tear excepted, upon the failure of the Mortgagor to so maintain the mortgaged property, the Mortgagor may cause reasonable maintenance work to be performed at the cost of the Mortgagor. Any such sum so expended shall be due and payable from Mortgagor.

The Mortgagor hereby vests the Mortgagor with the full power and authority upon the breach of any covenant or warrant herein contained or upon any default in the payment of any installment provided in said Home Improvement Credit Sale Agreement or any renewal or extension thereof, or in the performance of any agreement herein contained to declare the entire indebtedness hereby secured, less unearned charges, due and payable as provided by law and to take possession of said property and proceed to foreclose this mortgage in accordance with the law of this State.

The Mortgagor (if more than one, all mortgagors) hereby waives and renounces all rights of exemption and homestead

This mortgage may be assigned by the Mortgagor without the consent of the Mortgagee and when so assigned, the assignee shall take all of the rights and privileges

→ This mortgage is in addition to any other let, or security, benefit/s or otherwise given, or obtained by the Mortgagor and is not in satisfaction or in lieu of any other let, or security.

In this mortgage whenever the context so requires, the masculine gender includes the feminine and vice versa, and the singular includes the plural. This mortgage shall bind all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

In witness whereof, the Grantors hereunto set their hands and seals this  
Signed in the presence of

12 *on December 19 80*

Fay Gerhard  
July 11. Hart

- Henna Palms
- Grapetree