FILED
JUL 16 1969

ROLLINS AND SIMS
ATTORNEYS AT LAW, PA
383 North Pine Street
Spartanburg SC 29302

Greenville, S.C. 144mos. 70 910
1131 405

Mortgage Deed – South Carolina – Jim Walter Corporation

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, Ray C. Pesce And Juanita I. Pesce, His Wife

hereinafter called the Mortgagor, are well and truly indebted to JIM WALTER CORPORATION, hereinafter called the Mortgagee, in the full and just sum of Fourteen Thousand Two Hundred Seventy & 10/100 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 Ninty Nine & 10/100 Dollars each, the first installment being due and payable on or before the 5 Th. day of October, 1969, with interest at the rate of six per 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, as more particularly set forth in said note, reference to which is hereby made.

TOGETHER WITH all and singular the rights, easements, appurtenances and other rights, and all easements, 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, its heirs, successors, and assigns forever.

Mortgagor hereby covenants with Mortgagee that Mortgagee is indefeasibly seized with the absolute and fee simple title to said property, that Mortgagee 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 enjoy said property and every part thereof, that said property is free and clear of all liens, encumbrances and claims of every kind, including all taxes and assessments, that Mortgagor will, at its own expense, make such other and further documents 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 its heirs, 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 herein, shall faithfully and promptly comply with and perform each and every other covenant and provision herein on the part of the Mortgagor to be complied with and performed, then this deed of bargain and sale shall cease, determine, and be utterly null and void, otherwise to remain in full force and virtue.

And Mortgagor hereby covenants as follows:

To keep the buildings, structures and other improvements now or hereafter erected or placed on the premises insured against all loss or damage by fire, windstorm, tornado and water damage, with such insurance company or companies as may be approved by the Mortgagee, with loss, if any, payable to the Mortgagee as its 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 good condition and repair. In case of loss, Mortgagee is hereby authorized to adjust and settle any claim under such policy and Mortgagee is authorized to collect and receipt for any such insurance moneys 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 moneys, 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 so to do, advance moneys that should have been paid by Mortgagor hereunder in order to protect the lien or to carry 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 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 Mortgagor as any of his covenants hereunder.

Mortgagor further covenants that upon any extension or renewal of any part or all of the indebtedness or liability secured hereby, or taking other or additional security for the indebtedness or liability of Mortgagor covered herein contained under, or operate as a release from any liability upon any part [illegible]

JIM WALTER CORPORATION

By [illegible]
Assistant Secretary

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Cancelled
[illegible]

FORM JW 229

WITNESSES:
[illegible]
[illegible]