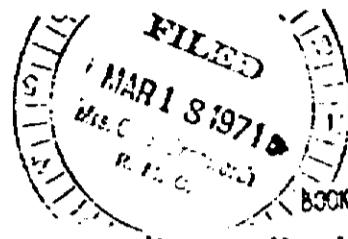


MAR 18 1971



Greenville, South Carolina  
144 mos.

DF

BOOK 1184 PAGE 91  
83 PAGE 55250820

150  
*Amber*  
Mortgage Deed - South Carolina - Jim Walter Homes, Inc.

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, Willie Ray Mitchell & wife Bobbie Mitchell, hereinlater called the Mortgagor, are well and truly indebted to JIM WALTER HOMES, Inc., hereinlater called the Mortgagee, in the full and just sum of Sixteen-Thousand, Four-Hundred, Forty-Four & 80/100 Dollars, (\$16,444.80) evidenced by a certain promissory note in writing of even date herewith, which note is made a part hereof and being incorporated by reference, payable in 144 monthly installments of one-hundred, Fourteen ~~20~~ <sup>100</sup> Dollars (\$114.20) each, the first installment being due and payable on or before the 5th day of June, 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 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 thereto 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 delivered of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, 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 mortgage 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 is hereby authorized to adjust and settle any claim under any such policy and Mortgagee is authorized to collect and receive 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 cause 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 he has for the full amount secured hereby.

It is further covenanted that Mortgagee may (but shall not be obligated so to do) advance monies that should have been paid by Mortgagor hereunder in order to protect the lien or security herein, and Mortgagor agrees without demand to forthwith repay such monies, which amount shall bear ~~interest~~ <sup>interest</sup> the rate so advanced until paid at the rate of six per cent (6%) per annum and shall be considered as so much additional indebtedness heretofore due, but no payment by Mortgagee of any such monies shall be deemed a waiver of Mortgagee's right to declare the principal sum ~~due~~ <sup>due</sup> by reason of the default or violation of Mortgagor in any of his covenants hereunder.

Mortgagee 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 the position or the rights of Mortgagee hereunder, or operate as a release from any liability upon any part of the indebtedness hereby secured, unless otherwise specifically provided.

GR 253

mail set

17 day of July 19<sup>71</sup>

JIM WALTER HOMES, INC.

Bobbie Mitchell  
Rte 4, Box 460  
Pendleton, SC 29673

J. Kelly  
2,000.00

FORM JW 279 - REV. 5/70

17218 OCTOTHE23 NO2983 093

*Cathie George* *Cancelled*  
*T. Dennis Miller* *Cancelled*