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35129

Greenville, South Carolina

180 mos.

BOOK 1238 PAGE 123

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Mortgage Deed - South Carolina - Jim Walter Homes, Inc.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

WHEREAS, James A. Bowling and Frances L. Bowling,  
his wife, hereinafter called the Mortgagor, are well and truly indebted to JIM WALTER  
HOMES, Inc., hereinafter called the Mortgagee, in the full and just sum of Twenty Four Thousand  
Forty eight and no/100 Dollars, (\$ 24,048.00)  
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 180 monthly installments of One Hundred Thirty Three & 60/100 Dollars (\$ 133.60) each, the  
first installment being due and payable on or before the 5<sup>th</sup> day of September, 1972,  
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 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 sealing 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 Mortgagee, all that tract or lot of land lying, being and situated  
in Greenville County, State of South Carolina and described as follows, to-wit:

All that piece, parcel or lot of land in the County of Greenville, State of  
South Carolina, situate, lying and being on the southern side of Ford Circle  
and being known and designated as Lot No. 7 on a plat of Enoree Acres re-  
corded in the RMC Office for Greenville County in Plat Book "UUU" at Page  
181. Said Lot fronts 150 feet on the on the (sic) southern side of Ford  
Circle and is 335.4 feet on the eastern side, 300 feet on the western side  
and 300 feet across the rear.

The above is part of the property conveyed to the Grantors by deed recorded  
in the RMC Office for Greenville County in Deed Book 837 at Page 34.

This conveyance is made subject to such easements, restrictions or rights-  
of-way as may appear of record or on the premises.

For source of title, see Deed Book 935, page 281.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances there-  
unto 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 Mortgagee that Mortgagor is indecisably 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 enjoy 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 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 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 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 complied with and performed, then this deed of bargain and sale shall cease, determine, and be utterly 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 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 is 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  
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 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 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 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 here-  
under, or operate as a release from any liability upon any part of the indebtedness hereby secured, under any covenant herein contained.