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Greenville, South Carolina
144 MOS.

BOOK 47 PAGE 194

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OF

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

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, William E. Annis, A Married Man

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 Thirteen-Thousand, Six-Hundred, Sixty-Five & 60/100 Dollars, (\$13,665.60)

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 Ninety-Four & 90/100 Dollars (\$94.90) each, the first installment being due and payable on or before the 5th day of May, 19 71, 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 (\$300) DOLLARS to them in hand well repaid, in full of said debt, and as security for the same, the said Mortgagor has granted, sold, aliened, conveyed, confirmed, warranted, released, quitclaimed, and accepted 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 Mortgagee to use such insurance money, or any part thereof, in repairing the damage or restoring the improvement 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 Mortgagor of any such interest shall constitute 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 hereby secured hereby, or taking other or a personal security for payment thereof, shall constitute a waiver of the rights of Mortgagee hereunder, or operate as a release from any liability upon any part of the indebtedness hereby secured, in any covenant herein contained.

LAW OFFICE
J. H. Kelly
Greenville, S.C.
Annis & Family

By J. H. Kelly, Ass't Vice President

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WITNESSES:

Cherie Boulanger
Thay Adler

FORM JW279 - REV. 5/70

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