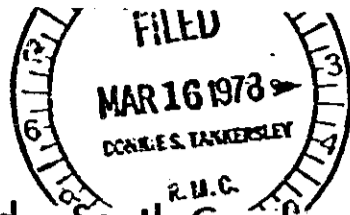


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Mortgage Deed - South Carolina - Jim Walter Homes, Inc.

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, Paul L. Moore and wife Linda R. Moore

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 Three thousand and no/100

and no/100 Dollars, (\$3000.00)

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 167.22 Dollars (\$167.22) each, the

first installment being due and payable on or before the 5 day of July, 1978

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:

Lot #37

All that certain lot in Greenville Township, Greenville County, State of South Carolina, near Judson Mills and the Anderson Road, being known and designated as Lot No. 37 on Plat of Property of Pride & Patton Land Company, made by R. E. Dalton and recorded in Office of RMC for said county in Plat Book E, Page 249, said lot having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Heatherly Drive, at the joint front corner of Lots 37 and 38, and running thence S-36-15 W 210 feet to an iron pin; thence running N-53-45 W 50 feet to an iron pin; thence running along the common line of lots 36 and 37, N-35-15 E 210 feet to an iron pin on Heatherly Drive; thence running along said Heatherly Drive, S-53-45 E 50 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Grantor by Deed recorded in the RMC Office for Greenville County, S.C., in Deed Book 865, at Page 447.

Lot #36

ALSO, all that piece, parcel or lot of land in the county of Greenville, State of South Carolina, known and designated as Lot No. 36 of the Pride and Patton Land Co., shown by plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book E at Page 249, and having, according to said plat, the following metes and bounds:

BEGINNING at a stake on the south side of Heatherly Drive, corner of lot 37, and running thence with Heatherly Drive N-53-45 W 50 feet to stake corner Lot 35, thence with Lot 35, S-36-15 W 210 feet to stake of joint rear corner of Lots 9, 10, 35 and 36; thence S-53-45 E., with line of Lot 9, 50' to stake of joint corner lots 8, 9, 36, 37; thence with line of Lot 37 N-36-15 E 210 feet to BEGINNING.

CTO

The above said Lot #37 is the identical property conveyed, June 25, 1976, by Deed of Lewis M. Harrison to Paul L. Moore and Linda R. Moore; said Deed being recorded in the RMC Office of Greenville County S. C. in Deed Book Volume 1038 at Page 888.

Lot #36 is the identical property conveyed, March 1, 1969.

other property without affecting the lien hereon for the full amount secured hereby.

It is further covenanted that Mortgagor may (but shall not be obligated to do) advance moneys that should have been paid by Mortgagee hereunder in order to protect the lien or security hereof, and Mortgagee 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 hereunder, or operate as a release from any liability upon any part of the indebtedness hereby secured, under any covenant herein contained.

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