

1498

*1.50*  
*over*

Greenville, SC 144 mos.

BOOK 1127 PAGE 557  
BOOK 47 PAGE 466

### Mortgage Deed - South Carolina - Jim Walter Corporation

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, Thomas L. Alberson And Rachel D Alberson, 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 Twelve Thousand Four Hundred Nine Nine & 20/100 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 Eighty Six & 80/100 Dollars each, the first installment being due and payable on or before the 5 Th. day of July, 19 69.

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 so then 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:

**BEGINNING** at a railroad spike in the center of Pearson Road,

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 extension or renewal 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 mortgage clause, without co-insurance, 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 or not or to allow Mortgagee to use such insurance money, or any part thereof, in repairing the damage or restoring the improvements on other property without affecting the lien hereof for the full amount secured hereby.

It is further covenanted that Mortgagee may (but shall not be obliged so to do) advance moneys that should have been paid by Mortgagor 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 Mortgagee in any of his covenants hereunder.

Mortgagor further covenants that granting any extension or extension of the time payment of any part or all of the said 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.

*Price of 200g*

MAY 6 1969

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

*Cancelled*  
*Donnie S. Tankersley*  
30016

FORM JW 279

WITNESS:

*Charlie Beckwith*  
*Faye Adler*

6405756 100 M R.M.C.

DONNIE S. TANKERSLEY

MAY 6 10 44 AM '69

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