

THIS IS A MORTGAGE OF CORRECTION TO CORRECT THAT CERTAIN  
MORTGAGE DATED SEPT. 26, 1974, AND RECORDED IN BOOK 125, PAGE 349,  
GREENVILLE COUNTY, SOUTH CAROLINA.

Greenville

BOOK 1344 PAGE 415

vol 65 PAGE 28

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

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, Rebecca V. Callihor, single

JUL 22 1975

RECEIVED

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 Thirty Thousand One Hundred Fourteen and 10/100 Dollars, (\$ 30,110.00), 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 130 monthly installments of One Hundred Sixty Seven 37/120 Dollars (\$167.33) each, the first installment being due and payable on or before the 5th day of September, 19<sup>75</sup>.

which 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 covenanted 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 paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and parted with and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and received 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 Mortgagor may (but shall not be obliged so to do) advance moneys that should have been paid by Mortgagee hereunder in order to protect the lien of 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 moneys shall be deemed a waiver of Mortgagee's right to declare the principal sum due hereunder by refusal of the Mortgagor to pay off the principal sum due hereunder.

Mortgagor further covenants upon failing to make the time payment of any part or all of the total indebtedness or liability secured hereby, or taking other or different security for payment thereof, shall not affect this mortgage or the rights of Mortgagee hereunder, or operate as a release from and cancellation of the total indebtedness hereby secured, under any covenant herein contained.

PYLE & LEAPHART

By J.H. Kelly

J.H. Kelly, Asst Vice President

26163

JOHN S. TURNER, JR.

26163 34 PH 79



Cancelled GREENVILLE  
S.C.  
Donnie S. Leaphart  
REC'D

WITNESSES:

FORM JW-279 - REV. 5/70

Jane Callihor  
Linda N. McElroy

FILED  
GREENVILLE CO. S.C.

MAR 13 1979