

FILED
MAR 3 1980
Doris S. Testa
REC

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

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

WHEREAS *Bobby L. Kelly and Patricia Ann Blue, AKA Patricia Blue Kelly w/wife*

hereinafter called the Mortgagor, are well and truly indebted to JIM WALTER HOMES, Inc. hereinafter called the Mortgagee, in the full and true sum of *Thirteen Thousand Two Hundred Nineteen and 20/100* Dollars (\$13,219.20), 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 *Twenty One and 80/100* Dollars \$21.80 each, the first installment being due and payable on or before the *5th* day of *March*, 1980, with interest at the rate of six per cent (6%) per annum from the date of maturity of said note.

The above said *15.11* acres is the identical property conveyed August 19, 1977 by Deed of *Virginia B. Kelly* to *Patricia Ann Blue, Her Heirs and Assigns, Forever;* said Deed having been filed August 22, 1977 in the REC Office for Greenville County South Carolina and Recorded in Deed Book 1063 at Page 1527153.

TO HAVE AND TO HOLD the above described property unto Mortgagee, his heirs, successors, and assigns forever. Mortgagee hereby covenants with Mortgagee that Mortgagee is indebtedly seized with the absolute and fee simple title to said property, that Mortgagee 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 peacefully 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 Mortgagee 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 required by Mortgagee, and that Mortgagee 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 whatsoever.

PROVIDED ALWAYS, and these covenants are upon these express conditions, that if the said Mortgagee shall promptly, well and truly pay to the Mortgagor the said debt or sum of money aforesaid, according to the true intent and sense 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 liabilities that may become due and owing hereunder and secured hereby, shall faithfully and promptly comply with and perform each and every other covenant and guarantee herein on the part of the Mortgagee to be complied with and performed, when the deed or herein and sale shall have determined, and be strictly binding, otherwise to remain in full force and virtue.

And Mortgagee hereby covenants as follows:
To keep the buildings, structures and other improvements now or hereafter erected or to be placed on the premises insured in an amount not less than the principal amount of the mortgage aforesaid against all loss or damage by fire, windstorm, tornado and water damage, as may be required by the Mortgagee, with loss of any part of the Mortgagee in his interest that appears, to comply with the Mortgagee policies with standard mortgage clause, without contribution, endorsement such as to keep said premises and all improvements thereon in fire class condition and against 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 due or not or to allow Mortgagee to use such insurance money, or any part thereof, in repairing the damage or restoring the improvements or other property without affecting the lien secured for the full amount hereof.

It is further covenanted that Mortgagee may, but shall not be obligated to, add advance monies that should have been paid by Mortgagee hereunder in order to protect the lien of security hereof, and Mortgagee agrees without demand to forthwith repay such monies, which amount shall be deducted from the next or advance payment and 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 monies shall be deemed a waiver of Mortgagee's right to declare the principal sum due hereunder in event of the default or violation of Mortgagee of any of his covenants hereunder.

Mortgagee further covenants that making any extension or extension of the time payment of any part of all of the total indebtedness of the Mortgagor hereunder, or making offer or additional security for payment thereof, shall not affect this mortgage or the rights of Mortgagee hereunder to operate as a first lien and security for the indebtedness hereby secured, under any covenant herein contained.

1977 by Deed of *Virginia B. Kelly* to *Patricia Ann Blue, Her Heirs and Assigns, Forever;* said Deed having been filed August 22, 1977 in the REC Office for Greenville County South Carolina and Recorded in Deed Book 1063 at Page 1527153.

By *J. H. Kelly* 30252
APR 14 1980 J.H.K. REC.
WITNESSES:
Ulma W. ...
Raye Allen

REC. S. C.
APR 14 1980
ASLEY

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