1800 FORM 6238 (S-C.) (8/27/71) .. A 28 10 36 AH '79

VOL 1471 HAVE 702

MORTGAGE OF REALESTATE

State of South Carolina County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

This Mortgage made on or as of the 26th day of June

Allan B1 Clark and Betty J. Clark

The Clark and Betty J. Clark

The City of Greenville

(hereinafter called "Mortgagor"), residing at the State of South Carolina, and the United States of America.

(hereinafter called Mortgagee"), acting by and through the Department of Housing and Urban Development, having a Regional Office at Room 645 Peachtree-Seventh Building in the City of Atlanta. County of Fulton, and State of Georgia.

No/100

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of Twenty-seven thousand three hun-Dollars (\$ 27,350.00), with interest thereon, which shall be payable in accordance with a certain note, bond or dred fifty other obligation (which note, bond or obligation is hereinafter called "Note"), bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, marked "Schedule A", is annexed hereto and made a pair hereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the within written Mortgage is given.

NOW, KNOW ALL MEN. That the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the said Mortgagee, its successors and assigns, the following described real estate, to wit:

ALL that piece, parcel or lot of land lying and being in the City of Greenville, County and State aforesaid and lying on the south side of Hilton Street (formerly known as River Street) and being known and designated as Lots Nos. 70,71, 72, 73, 74 and a portion of Lot No. 69 on a plat of Section 2, Nicholtown Heights made by W. S. Riddle, Surveyor, April 1941, and is recorded in the RMC office in Plat Book M pages 4 and 5, and a survey made by Jones Engineering Services, December 1965, recorded in the RMC office in Plat Book LLL page 122 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the south side of Hilton Street at the northeast corner of Lot 74 and running thence S. 16-14 E. 135 feet to an iron pin on the boundary line of Lot 74; thence continuing on the boundary line of Lot 74 S. 16-14 E. 40 feet more or less to an iron pin; thence S. 73-46 W. 208.1 feet more or less to an iron pin' thence N. 20-30 W. 40 feet more or less to an iron pin; thence N. 16-14 W. 130.5 feet to an iron pin on the south side of Hilton Street; and running thence with Hilton Street N. 73-46E. 208.1 feet to the point of beginning.

TOGETHER with an easement for ingress and egress over a 40 foot strip of land running west from the above described property for a distance of approximately 203.5 feet to Alameda Street as shown on plat LLL page 122.

THIS property is known and designated as Block Book 201-18-26.

THIS is the same property conveyed to Allen B. Clark and Betty J. Clark from Joe Austin recorded February 26, 1979 in Deed Book 1097 page 440 in RMC for Greenville County.

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in any wise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement), by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payles and the Mortgagor hereby agrees, upon request to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "mortagaged property").

TO HAVE AND TO HOLD the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth

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AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

STREET, COURT IN SECTION

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