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HUD FORM 6238 (S.C.) (9/27/71)

## SONNIE S. TANKERSLEY

## MORTGAGE OF REAL ESTATE

State of South Carolina County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of Fifty and 100 00 or Dollars (\$ 50,350.00), with interest thereon, which shall be payable in accordance with a certain note, bond or 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 part 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 (S3) 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 in Greenville Township, Greenville County, State of South Carolina, and in Ward One of the City of Greenville on the West Side of Butler Avenue, and being shown on the County Block Book at Sheet 16, Block 1, Lot 15, and being more particularly described as follows, to-wit:

BEGINNING at an iron pin on the West Side of Butler Avenue at the Corner of lot now or formerly belonging to W. A. Holland, which point is approximately 113.6 feet south from the southwest corner of the intersection of Butler Avenue and Hampton Avenue, and running thence along the line of the Holland lot approximately N. 70 W. 105 feet, more or less, to an iron pin; thence along the rear line of the Holland Lot, N. 20-1/2 E. 8 feet to an iron pin; which was the original rear corner of the Holland and the White lots before deeds were exchanged, straightening out the dividing line between their lots; thence along the old north line of the White lot, N. 57-2/3 W. 66 feet, more or less to an iron pin on the alley; thence along the line of said alley, S. 21-1/2 W. 69 feet, more or less, to an iron pin, rear corner of lot formerly belonging to Miss Hattie F. Elliott; thence along the line of that lot, S. 62-1/2 E. 169 feet, more or less, to an iron pin on the west side of Butler Avenue; thence along the line of said Butler Avenue, N. 20-1/3 E. 58-1/2 feet, more or less, to the beginning corner.

THIS property being known and designated as Block Book No. 16-1-15.

BEING the same property conveyed to Dorothy D. Clark, Harold C. Clark, Jr. and Suzanne Clark by deed of Linda Dow et al, recorded in the RMC Office for Greenville County in deed book 1122 at page 147, on March 14, 1980.

THIS mortgage is junior and subordinate to a mortgage executed by Dorothy D. Clark, Harold C. Clark, Jr. and Suzanne Clark to Linda Dow et al. Being recorded in REM Book 1498 at page 50.

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 payable; 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.

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

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