HUD FORM 6238 (S.C.) (8/27/71) DONNE - FARLERSLEY

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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 Twenty-One Thousand Five HundredDollars (\$ 21,500.00 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 Mortgagoe 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, together with all improvements thereon, situate, lying and being near Monaghan Mills in Greenville Township, Greenville County, State of South Carolina, being known and designated as a portion of Lot No. 95 on a Plat entitled "Map of Land West of Brandon Road, Morgan Hill Addition", dated May 21, 1902, recorded in the RMC Office for Greenville County, South Carolina in Plat Book A, Page 70, and having according to a more recent survey by R. B. Bruce, RLS dated April 27, 1976, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-U at Page 737, the following metes and bounds, to-wit:

BEGINNING at a point on the West side of Dyer Street (formerly Parker Street), joint front corner of the within conveyed property and Lot No. 96, and running thence N.79-28 E. 135.7 feet to an old iron pin; thence S.12-45 W. 59.0 feet to an old iron pin; thence N.80-33 W. 141.0 feet to a point on the West side of Dyer Street; thence with the West side of Dyer Street, N.15-54 E. 61.9 feet to an old iron pin, the point and place of beginning.

The above described property is the same property conveyed to the mortgagors herein by deed from Gordon J. Brown and Nell L. Brown, as recorded in the R.M.C. Office for Greenville County in Deed Book 1038 at Page 946 on July 1, 1976.

This property is subject to all restrictions, easements, rights-of-way, and zoning ordinances of record, on the recorded plat, or on the subject property, if any,

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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